



Dear Yard Card and Yard Card Plus Dealer:

The Yard Card program has already benefited thousands of Lawn & Garden dealers across the country - it is time for your store to take advantage of this outstanding program today! The Yard Card Retail Credit Card is available to all Lawn & Garden dealers nationwide. All you need to do is enroll!

As you are aware, the program has become a very important tool for all dealers. Some quick facts to illustrate this point:

- ▶ Higher Average Tickets for big purchases.
- ▶ High Approval Rates.
- ▶ Programs available for both consumer and commercial purchases.

Many Yard Card Lawn & Garden Manufacturers strongly support this program by sponsoring special financing promotions throughout the year.

Take advantage of this program now!

To sign up for the Yard Card and/or Yard Card Plus financing program provided by TD Retail Card Services, simply:

- ▶ Review the Dealer Agreement
- ▶ Complete Dealer Application
 - ▶ The Federal Tax ID # and Social Security # fields must be filled in for your Application to be processed
 - ▶ Check off the manufacturer/s you are affiliated with on the second page of the Application
 - ▶ Additional information may be required such as tax returns or a current financial statement if you are not affiliated with a sponsoring Manufacturer listed on the back page.
- ▶ Attach a voided check to the Dealer Application
- ▶ Return the Dealer Application and voided check* in the enclosed envelope to:

TD Retail Card Services
P.O. Box 731
Mahwah, NJ 07430
Attn: Merchant Services

If you have any questions regarding your enrollment into the program, please call Merchant Services at (800) 538-3638.

Sincerely,

A handwritten signature in blue ink that reads "Michael Lupo".

Michael Lupo
Senior National Account Manager - VP
TD Retail Card Services
(800) 538-3638 x3186

*Additional information, such as recent tax returns and/or financials may be required.

YARD CARD &
YARD CARD PLUS FINANCING

Q&A

1. What is the Yard Card & Yard Card PLUS Financing?

A revolving charge credit card that can be used for new and used equipment, parts, service, and virtually all products sold at participating lawn and garden dealers.

2. Why should I use the Yard Card & Yard Card PLUS Program?

It gives your customers flexibility in payments and terms providing a credit limit at the time an account is established. This provides you with the ability to offer customers higher end products for a few dollars more each month.

3. How difficult is it to sign up?

It is a simple process. Complete a questionnaire and return it to TD Retail Card Services, who will review your application and send you all the required supplies (upon approval). If you are already established with TD Retail Card Services, you don't need to do anything.

4. Why not just use Visa, MasterCard or Corporate?

There are special promotions available through the Yard Card that you can use at any time to close sales. Various manufacturers or your distributor may elect to support product sales with special retail promotions on the card. You can also develop your own promotions to meet individual sales objectives. Does VISA or MasterCard offer you this?

5. When is TD Retail Card Services available for processing applications and credit authorizations?

Hours are compatible with your store's business hours (including weekends and evenings).

Monday - Saturday, 8:00 a.m. - 12:30 a.m. EST.

Sunday, 9:00 a.m. - 10:00 p.m. EST.

Financing provided by TD Retail Card Services
A Division of TD Bank, N.A.



6. What can my customers purchase with the Yard Card & Yard Card PLUS?

Customers may purchase all brands of new and used equipment, parts, service, and other products that lawn and garden dealers sell, such as landscaping supplies and go-carts. (Only guns, ammunition, jewelry, certain motorized vehicles, and boats are excluded).

7. Do you have a toll-free phone number?

Yes, TD Retail Card Services has toll-free phone numbers to process applications, provide approvals, and answer your questions.

Credit Approvals (Fast App) 1-866-808-5807

Add-On Sales 1-800-688-3448 VRU Voice Line

Other Credit Inquiries 1-800-808-6950

Merchant Services 1-800-538-3638

Customer Service 1-877-252-6055

Commercial Applications (Fax) 1-800-627-6386

Commercial Applications (Status) 1-800-556-5010

8. Are there programs available for use anytime to close sales?

Yes, you are provided with a Promotion Guide for each of the commercial and consumer programs which gives various, competitively priced, deferred interest, fixed payment, and rate buydown options that can be used at any time to close sales.

9. What is a "Deferred Interest with Minimum Monthly Payments" promotion?

The customer is required to pay a minimum monthly payment equal to 1% of the purchase balance during the promotional period. Interest accrues at the standard account APR during the promotional period. Accrued interest is charged to the customer's account if the original purchase amount is not paid in full by the end of the promotional period. The minimum payment amount will increase to the standard Account repayment.



Eligible Dealers

All Yard Card Dealers established with TD Retail Card Services, are eligible for the base programs listed below. These programs can be used at any time to close sales.

Eligible Products

In most cases, the dealer's full line of products are eligible for financing, including new and used equipment and parts, service warranties and landscaping supplied. However, certain products such as jewelry, boats and certain licensed motor vehicles, etc. do not qualify. Go carts and Golf carts may be financed.

Standard Program				
Original Amount of Credit Transaction	Monthly Repayment Factor	Minimum APR	Rebate to Dealer	Plan Number
No Minimum	3.5%	28.99%	1%	12919

6 Months Deferred Interest with Reduced Payments (Plan Type 7)					
Original Amount of Credit Transaction	Monthly Repayment Factor (See Plan Type 7)	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	1%-3.50%	28.99%	3.00%	\$0	12772
\$1,500 and Over	1%-3.50%	28.99%	1.00%	\$100	12773

9 Months Deferred Interest with Reduced Payments (Plan Type 7)					
Original Amount of Credit Transaction	Monthly Repayment Factor (See Plan Type 7)	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	1%-3.50%	28.99%	5.00%	\$0	12774
\$1,500 and Over	1%-3.50%	28.99%	3.00%	\$100	12775

12 Months Deferred Interest with Reduced Payments (Plan Type 7)					
Original Amount of Credit Transaction	Monthly Repayment Factor (See Plan Type 7)	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	1%-3.50%	28.99%	6.25%	\$0	12776
\$1,500 and Over	1%-3.50%	28.99%	4.25%	\$100	12777

Promotional 6.9% APR for 36 Months (Plan Type 9)					
Original Amount of Credit Transaction	Monthly Repayment Factor	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	3.07%	6.9%	4.25%	\$0	12778
\$1,500 and Over	3.07%	6.9%	2.25%	\$100	12779

Dealer Responsibility

Complete ALL information on the appropriate Sales Memorandum or on-line. Brand, model #, serial # & product description are required.

Plan Number

A plan number is required on every sales transaction. Plan number drives the customer's terms. Refer to specific programs and promotions for plan numbers. Authorization code and date must be included.

Plan Description

Deferred Interest with Reduced Payments: The customer is required to pay a minimum monthly payment equal to 1% of the purchase balance during the promotional period. Interest accrues at the standard account APR during the promotional period. Accrued interest is charged to the customer's account if the original purchase amount is not paid in full by the end of the promotional period. The minimum payment amount will increase to the standard Account repayment percentage after the promotional period for the remaining balance. (Plan Type 7)

Promotional APR with Equal Payments: The Promotional APR will apply to the purchase during the promotional period. The minimum payment requirement is based on an equal number of payments and includes interest. After the promotional offer period expires, interest will be charged at the APR for Purchases on any remaining balance until paid in full. Promotional Transaction Fee: A Promotional Fee will be added to your account for this transaction (Plan Type 9)

Promotional 6.9% APR for 48 Months (Plan Type 9)					
Original Amount of Credit Transaction	Monthly Repayment Factor	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	2.38%	6.9%	4.50%	\$0	12780
\$1,500 and Over	2.38%	6.9%	2.50%	\$100	12781

Promotional 8.9% APR for 48 Months (Plan Type 9)					
Original Amount of Credit Transaction	Monthly Repayment Factor	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	2.47%	8.9%	4.00%	\$0	12782
\$1,500 and Over	2.47%	8.9%	2.00%	\$100	12783

Promotional 7.9% APR for 60 Months (Plan Type 9)					
Original Amount of Credit Transaction	Monthly Repayment Factor	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	2.01%	7.9%	4.50%	\$0	12784
\$1,500 and Over	2.01%	7.9%	2.50%	\$100	12785

Promotional 9.9% APR for 60 Months (Plan Type 9)					
Original Amount of Credit Transaction	Monthly Repayment Factor	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	2.10%	9.9%	4.00%	\$0	12786
\$1,500 and Over	2.10%	9.9%	2.00%	\$100	12787



For Credit Approvals, Fax the Commercial Application to **1-800-627-6386**

For Add-on Sales, call the Credit Department at **1-800-688-3448**

For other credit inquiries, call **1-800-808-6950**

For any additional questions, plan information, supplies such as sales slips or credit applications, or if you are not set up with TD Retail Card Services, and would like to be, please call Merchant Services at **1-800-538-3638**.

You may choose not to receive future fax messages of this nature. To opt-out please contact us at 1-800-538-3638 between the hours of 9:00AM and 5:00PM Eastern Time or Fax to 1-201-818-6214. We will honor your request within 30 days of the opt-out date.

This flyer is for your information only! It does NOT contain information required for consumer advertising. TD Retail Card Services reserves the right to perform random audits of sales transactions submitted under the program.



Eligible Dealers

All Yard Card Dealers established with TD Retail Card Services, are eligible for the base programs listed below. These programs can be used at any time to close sales.

Eligible Products

In most cases, the dealer's full line of products are eligible for financing, including new and used equipment and parts, service warranties and landscaping supplied. However, certain products such as jewelry, boats and certain licensed motor vehicles, etc. do not qualify. Go carts and Golf carts may be financed.

Standard Program				
Original Amount of Credit Transaction	Monthly Repayment Factor	Minimum APR	Rebate to Dealer	Plan Number
No Minimum	3.5%	28.99%	0%	14580

6 Months Deferred Interest with Reduced Payments (Plan Type 7)					
Original Amount of Credit Transaction	Monthly Repayment Factor (See Plan Type 7)	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	1%-3.50%	28.99%	3.00%	\$0	14432
\$1,500 and Over	1%-3.50%	28.99%	1.00%	\$100	14433

9 Months Deferred Interest with Reduced Payments (Plan Type 7)					
Original Amount of Credit Transaction	Monthly Repayment Factor (See Plan Type 7)	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	1%-3.50%	28.99%	5.00%	\$0	14434
\$1,500 and Over	1%-3.50%	28.99%	3.00%	\$100	14435

12 Months Deferred Interest with Reduced Payments (Plan Type 7)					
Original Amount of Credit Transaction	Monthly Repayment Factor (See Plan Type 7)	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	1%-3.50%	28.99%	6.25%	\$0	14436
\$1,500 and Over	1%-3.50%	28.99%	4.25%	\$100	14437

Promotional 6.9% APR for 36 Months (Plan Type 9)					
Original Amount of Credit Transaction	Monthly Repayment Factor	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	3.07%	6.9%	4.25%	\$0	14438
\$1,500 and Over	3.07%	6.9%	2.25%	\$100	14439

Dealer Responsibility

Complete ALL information on the appropriate Sales Memorandum or on-line. Brand, model #, serial # & product description are required.

Plan Number

A plan number is required on every sales transaction. Plan number drives the customer's terms. Refer to specific programs and promotions for plan numbers. Authorization code and date must be included.

Plan Description

Deferred Interest with Reduced Payments: The customer is required to pay a minimum monthly payment equal to 1% of the purchase balance during the promotional period. Interest accrues at the standard account APR during the promotional period. Accrued interest is charged to the customer's account if the original purchase amount is not paid in full by the end of the promotional period. The minimum payment amount will increase to the standard Account repayment percentage after the promotional period for the remaining balance. (Plan Type 7)

Promotional APR with Equal Payments: The Promotional APR will apply to the purchase during the promotional period. The minimum payment requirement is based on an equal number of payments and includes interest. After the promotional offer period expires, interest will be charged at the APR for Purchases on any remaining balance until paid in full. Promotional Transaction Fee: A Promotional Fee will be added to your account for this transaction (Plan Type 9)

Promotional 6.9% APR for 48 Months (Plan Type 9)					
Original Amount of Credit Transaction	Monthly Repayment Factor	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	2.38%	6.9%	4.50%	\$0	14440
\$1,500 and Over	2.38%	6.9%	2.50%	\$100	14441

Promotional 8.9% APR for 48 Months (Plan Type 9)					
Original Amount of Credit Transaction	Monthly Repayment Factor	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	2.47%	8.9%	4.00%	\$0	14442
\$1,500 and Over	2.47%	8.9%	2.00%	\$100	14443

Promotional 7.9% APR for 60 Months (Plan Type 9)					
Original Amount of Credit Transaction	Monthly Repayment Factor	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	2.01%	7.9%	4.50%	\$0	14444
\$1,500 and Over	2.01%	7.9%	2.50%	\$100	14445

Promotional 9.9% APR for 60 Months (Plan Type 9)					
Original Amount of Credit Transaction	Monthly Repayment Factor	Minimum APR	Dealer Cost	Promo Fee	Plan Number
No Minimum	2.10%	9.9%	4.00%	\$0	14446
\$1,500 and Over	2.10%	9.9%	2.00%	\$100	14447



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 For Add-on Sales, call the Credit Department at **1-800-688-3448**
 For other credit inquiries, call **1-800-808-6950**
 For any additional questions, plan information, supplies such as sales slips or credit applications, or if you are not set up with TD Retail Card Services, and would like to be, please call Merchant Services at **1-800-538-3638**.

You may choose not to receive future fax messages of this nature. To opt-out please contact us at 1-800-538-3638 between the hours of 9:00AM and 5:00PM Eastern Time or Fax to 1-201-818-6214. We will honor your request within 30 days of the opt-out date.

This flyer is for your information only! It does NOT contain information required for consumer advertising. TD Retail Card Services reserves the right to perform random audits of sales transactions submitted under the program.



PLEASE COMPLETE ALL INFORMATION.
ONCE COMPLETED PLEASE FAX TO 201-818-0641 FOR PROCESSING.
TO CHECK FOR STATUS PLEASE CONTACT MERCHANT SERVICES
AT 1-800-538-3638

For Office Use Only - YC	
Merchant #	_____
Store #	_____
Fast App Code:	_____

SECTION 1 APPLICANT INFORMATION

Complete Dealer Name	d/b/a	Federal Tax/Identification Number	
Organization Type		Years in Business	No. Locations
<input type="checkbox"/> Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Company			
Principal Dealer Address		Area Code/ Phone No.	
City	State/County	Zip	Area Code/ Fax No.
Nature of Business		E-mail Address	
Has a bankruptcy ever been filed by or against Dealer?			
<input type="checkbox"/> No <input type="checkbox"/> Yes (explain)			
Has Dealer or any of Dealer's officers, partners or owners made an application with TD Retail Card Services, A division of TD Bank, N.A.?			
<input type="checkbox"/> No <input type="checkbox"/> Yes (explain)			
Is the Dealer currently a defendant in any court suits or legal actions?			
<input type="checkbox"/> No <input type="checkbox"/> Yes (explain)			
Are there any unpaid, delinquent taxes against Dealer?			
<input type="checkbox"/> No <input type="checkbox"/> Yes (explain)			

Application will not be processed without Federal Tax #

SECTION 2 OFFICERS, PARTNERS, OR OWNERS (If partnership, all general partners must sign in Section 5)

Name:	Title:	SS#:
Residence:	Home Phone #:	(Application will not be processed without SS#)
City:	State:	Zip:
Name:	Title:	SS#:
Residence:	Home Phone #:	
City:	State:	Zip:
Name:	Title:	SS#:
Residence:	Home Phone #:	
City:	State:	Zip:

SECTION 3 CREDIT REFERENCES

1. BANK NAME	2. BANK NAME
Loan Officer:	Loan Officer:
Address:	Address:
Phone: ()	Phone: ()
Account Number:	Account Number:

SUPPLIERS/FINANCE COMPANIES	Address	Products Purchased/Financed
3 Name:		
Phone: ()		
4 Name:		
Phone: ()		
5 Name:		
Phone: ()		

PLEASE COMPLETE REVERSE SIDE

SECTION 4 CONSUMER FINANCE GENERAL INFORMATION

PROGRAM APPLYING FOR: Yard Card (consumer) Yard Card PLUS (commercial)

PRESENT CONSUMER FINANCE SOURCES USED:
Source: _____
Source: _____

PROGRAM DISTRIBUTOR/MANUFACTURER
 Bobcat Ryan Bunton Steiner Classen Mantis
 Little Wonder Bad Boy Buggie E-Z-GO Dixie Sales Scag
 Ariens/Gravely Simplicity Snapper/Pro Ferris
 Giant Vac Dixie Chopper Ingersoll Land Pride Stens
 Grasshopper Wright Mfg. Country Clipper Dixon
 Ruff N Tuff Husqvarna Yazoo Kees Blue Bird
 World Lawn Bad Boy Wright Mfg Walker Exmark
 Briggs Generators
 I presently use Textron Financial Services for floor planning.
 Other (explain) _____

SUPPLIER PRODUCT BRANDS NOT PREVIOUSLY LISTED:

Suppliers	Product Brands
1 _____	_____
2 _____	_____
3 _____	_____

ANNUAL VOLUME GENERATED

Credit Card Volume:

<input type="checkbox"/> Visa	\$ _____	<input type="checkbox"/> Total Sales	\$ _____
<input type="checkbox"/> MC	\$ _____	<input type="checkbox"/> Installment	\$ _____
<input type="checkbox"/> Amex	\$ _____	<input type="checkbox"/> Revolving	\$ _____
<input type="checkbox"/> Discover	\$ _____	<input type="checkbox"/> Cash	\$ _____
<input type="checkbox"/> Other	\$ _____	<input type="checkbox"/> Credit Card Cost:	\$ _____

SECTION 5 DEALER AUTHORIZATION, RELEASE, AND AGREEMENT

By signing below, Dealer (a) certifies that the information provided in this application is true, correct and complete; (b) authorizes TD Retail Card Services ("TDRCS") and their affiliates (collectively TD Retail Card Services, A division of TD Bank, N.A.) to investigate from time to time Dealer's credit records and references; (c) authorizes third parties to release credit information to TDRCS; (d) authorizes TDRCS to provide credit information relating to Dealer to third parties; (e) releases TDRCS from any claims from damages arising out of conduct authorized by this section 5 and subparagraphs a, b, c, or d above; (f) **ACKNOWLEDGES RECEIPT OF AND AGREES TO THE TERMS AND CONDITIONS OF THE FINANCING DOCUMENTS LISTED IN SECTION 8 BELOW.**

Authorized Signature: _____	Authorized Signature: _____	Authorized Signature: _____
Title: _____	Title: _____	Title: _____
Print Name: _____	Print Name: _____	Print Name: _____
Date: _____	Date: _____	Date: _____

SECTION 6 ELECTRONIC FUNDS TRANSFER AUTHORIZATION

To receive your refunds electronically, please complete the enclosed Direct Deposit of Payments Authorization form (TDRCS-ACH-PIP(1208)). Attach a blank, voided check or deposit slip for the account to which credit/debit will be made, and forward it to Merchant Services at TD Retail Card Services, 1000 MacArthur Blvd. Mahwah, NJ 07430. Please allow 2 to 3 weeks for processing.
To request a Direct Deposit of Payment Authorization form, please call Merchant Services at 1-800-538-3638.

SECTION 7 ELECTRONIC PROCESSING

ELECTRONIC PROCESSING

TDRCS Web Transactions

TDRCS's Online Merchant Services Website provides you with a secure online access to process sales, returns and payments in real time. TDRCS will provide you with user name and password. Internet connection is required. For more information call Merchant Services at 1-800-538-3638.

SECTION 8 OFFICE USE ONLY

Dealer Agreement (Revolving) Electronic Funds Transfer Electronic Processing	Credit:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Denied
	Date: _____	Date: _____	
	Rep ID: _____	Signature: _____	
	Result: <input type="checkbox"/> H <input type="checkbox"/> NH	Print Name: _____	
	Data: Official Gov't list from website	Merchant #: _____	
	Score: _____	Store #: _____	
	Comments: _____	_____	

DEALER AGREEMENT (REVOLVING)

The Dealer Agreement (together with any related addenda, riders and exhibits, the "Agreement"), provides the terms upon which the dealer entering into this Agreement ("Dealer") is authorized and agrees to honor credit cards ("Cards") issued by TD Retail Card Services, a division of TD Bank, N.A. ("Bank") to customers of Dealer ("Cardholders") who have revolving credit card accounts established by Bank ("Credit Card Accounts") and upon which Bank will accept delivery of sales slips or sales memoranda ("Memos") documenting transactions on Credit Card Accounts. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Dealer hereby agree as follows:

AGREEMENT

1. Credit Documents: Establishing Credit Card Accounts.

(a) Except as otherwise provided in this Agreement, Bank will establish and administer all aspects of the finance program under which it will issue Cards and extend open-end revolving consumer credit to individuals that Bank determines are qualified. Bank will determine, and modify from time to time, in its sole discretion, the credit criteria to be used to evaluate credit applications and manage Credit Card Accounts, including, without limitation, the criteria to (A) evaluate credit applications; (B) establish credit lines; (C) increase or reduce credit lines; (D) authorize transactions; (E) terminate or suspend Credit Card Accounts; and (F) establish risk tiers. For sake of clarity, Bank does not make any representation on the level of approval rates. Bank will provide Dealer with forms of credit applications ("Applications"), cardholder agreements ("Contracts") and Memos. Dealer will only use documents, forms, signage, and other finance program materials in connection with the finance program that were provided to Dealer, or approved in writing, by Bank (and only the latest version of such documents). Dealer will refrain from modifying any such approved documents or forms without Bank's prior written consent.

(b) Dealer agrees that it will obtain two pieces of acceptable and valid identification documents as set forth in the Acceptable Identification Documentation list provided by Bank, as amended from time to time, when processing an application with Bank. Dealer further agrees that it will accurately record the type and required information from said acceptable and valid identification, and that it will not process an application where such identification appears to be fraudulent or has expired. Additionally, Dealer agrees to review and compare the photographs and signatures that appear on such acceptable and valid identification to ensure that they are similar in appearance to the applicant's appearance and applicant's signature on the application.

(c) Subject to the terms of this Agreement, Dealer may assist its customers ("Customers") in preparing Applications and submitting completed Applications to Bank for review and approval under Bank's credit criteria. Bank in its sole discretion will determine whether the Customer meets Bank's credit criteria and whether to establish a Credit Card Account in such Customer's name, and the terms of such Credit Card Account, including whether to later modify the terms of, or to terminate, the Credit Card Account. Customers approved by Bank for a Credit Card Account will be issued Cards, which, subject to the terms of this Agreement, Dealer is authorized and agrees to honor in connection with bona fide credit transactions for the purchase from Dealer of goods and services. In the event of the commencement of a bankruptcy petition or proceeding either by or against Dealer, Dealer agrees that it is no longer authorized to and that it will not (i) honor Cards issued by Bank and/or (ii) distribute or make available to Customers Card Applications. Bank will make all credit decisions and will establish all Credit Card Accounts in New Jersey.

2. Ownership of Accounts. Dealer agrees and understands that Bank, and not Dealer, will establish and own all Accounts, and that Bank is the party extending the credit on the Accounts, subject to Dealer's obligation to purchase the Accounts from Bank as provided in this Agreement. All information relating to Cardholders is owned by Bank and may be used by Bank for any purpose deemed appropriate by Bank. Both (i) as a precaution, if Bank's ownership of Credit Card Accounts and related receivables is ever called into question, and (ii) to secure payment of and performance by Dealer of any indebtedness, liabilities or obligations arising under this Agreement, including indebtedness, liabilities and obligations that may be deemed to exist in the event of the applicability of Article 9 of the UCC to, and any recharacterization of, any transactions con-

templated under this Agreement, Dealer hereby grants to Bank a first priority continuing security interest in any right, title or interest that Dealer may now have or may hereafter be deemed to have in the Credit Card Accounts and related receivables, in the Reserve Account, and in any goods charged to Credit Card Accounts that have been returned to Dealer but for which Dealer has not properly submitted a credit and/or provided reimbursement to Bank, and the proceeds of all of the foregoing. Dealer authorizes Bank to prepare and file any documentation required to evidence and enforce this security interest, including UCC financing statements, and will sign any related documentation requested by Bank. This Section 2 will survive termination of the Agreement.

3. Credit Procedures. Dealer agrees that Bank may pursue, in connection with Accounts, any collection procedures deemed appropriate by Bank, including modifying the Cardholder's credit or payment terms or charging-off Accounts which Bank deems to be uncollectible, and that Dealer's liability and obligations under this Agreement or any other agreement between the parties shall not be affected by any settlement, extension, forbearance or other action or inaction of Bank in connection with any Credit Card Account or Memo, or the discharge or release of the obligations of any Cardholder by operation of law or otherwise.

4. Review of Materials Produced by Dealer. Dealer shall submit to Bank, and Bank may, at its option, review, any promotional or explanatory materials produced by Dealer in connection with this Agreement, including any descriptions of the credit terms of the Accounts ("Customer Materials"). Based on its review of any Customer Materials, Bank may disapprove the publication of such Customer Materials and Dealer shall not thereafter print or otherwise publish the disapproved Customer Materials. Notwithstanding Bank's right to review Customer Materials, Dealer is solely responsible for the legal compliance of all Customer Materials. Dealer agrees to use reasonable efforts to promote the Card among Customers.

5. Delivery and Retention of Memos and Applications.

(a) Dealer's delivery to Bank of a Memo shall constitute Dealer's request for Bank to accept the Memo and to advance funds to the Customer to pay Dealer in accordance with settlement procedures as established by Bank and on the financial terms that are communicated by Bank to Dealer from time to time. Subject to the terms of this Agreement, Bank will accept delivery of valid Memos executed by Cardholders with Accounts in good standing, and will pay Dealer the total amount of the Memo less the total of (i) any processing fees; (ii) any chargebacks; (iii) any credits transmitted by Dealer; and (iv) any other amounts owed by Dealer, or any of its affiliates, to Bank or any of its affiliates. In the event that Dealer owes Bank more than Bank owes Dealer, Dealer will pay Bank the difference immediately. Dealer hereby authorizes Bank to initiate credits and debits to Dealer's designated bank account for any amounts due or owed under this Agreement. Dealer hereby grants to Bank the right of set-off and recoupment to the fullest extent allowed by law. The parties acknowledge that settlement for Memos and chargebacks arise out of a single integrated transaction. Bank may apply any monies due and owing to Dealer, reasonably expected to become due and owing Dealer, or in its possession belonging to Dealer, against monies which become due and owing to Bank by Dealer under this Agreement. Notwithstanding the foregoing, Bank may reject delivery of any Memo if Bank has not received a completed and signed Application relating to such Credit Card Account, approved such Application and established such Credit Card Account. In the event Dealer is paid by Bank in error in any circumstance, Dealer shall repay Bank within five (5) days of notice thereof.

(b) Dealer agrees and understands that Bank owns all rights, title and interest in every Memo executed by a Cardholder in connection with credit transactions on Accounts, including the payment obligation represented by such Memos and the security interest in the goods covered by such Memos, unless and until Dealer Bank charges back a Memo to Dealer. Dealer authorizes Bank to do every act and thing necessary in Bank's sole discretion to collect each Memo and to carry out the intent of this Agreement, including the right to endorse any check or draft, money order or other form of payment, payable to Dealer in connection with any Memo or Credit Card Account.

(c) Except with respect to Memos which Bank has charged back to Dealer, Dealer agrees that it is not authorized to receive payments, and that Bank has the sole right to receive payments, on all Credit Card Accounts and related Memos, and Dealer agrees that it will not make an attempt to make any collections, or receive any payments, on any Credit Card Account or Memo submitted to Bank. However, should any payment be made to Dealer on any Memo or Credit Card Account, Dealer will receive such payment as agent for the Customer and will hold the payment for the sole benefit of Bank. Within three (3) days of Dealer's receipt of any such payment, Dealer will remit the same to Bank in the form received for credit on the Credit Card Account, together with the Cardholder's name and Credit Card Account number and any correspondence accompanying the payment.

(d) Bank may withhold settlement payments otherwise due Dealer to establish a non-interest bearing reserve account ("Reserve Account"), in the amount of one half percent (0.50%) of total finance program sales under this Agreement. Bank may reconcile the Reserve Account to three percent (3%) of the outstanding Credit Card Account balances at the end of each Contract Year (defined as each one year period ending on the anniversary of the effective date of this Agreement). If the Reserve Account is less than three percent (3%) of the outstanding Credit Card Account balances at the end of any Contract Year, Bank may withhold settlement payments otherwise due Dealer to make up the shortfall unless Dealer sends the additional funds to Bank within ten (10) days after Bank informs Dealer of the shortfall in the Reserve Account. In addition, Bank may increase the Reserve Account, by withholding additional settlement payments in an amount reasonably determined by Bank, if (i) Bank determines that Dealer's financial condition has deteriorated, (ii) Dealer breaches this Agreement, (iii) Bank determines that the financing of extended warranties has created the increased risk of losses, or (iv) there is a significant increase in the volume of disputes or chargebacks. Bank will be the sole owner of the Reserve Account and may debit the Reserve Account for any amount owed to Bank by Dealer. Bank will, however, pay Dealer any remaining amounts in the Reserve Account by the time that the aggregate outstanding Credit Card Account balances is zero. This Section 5(d) will survive termination of the Agreement.

(e) Dealer agrees to forward all approved and declined Applications to Bank within three (3) days of the transaction.

(f) Dealer agrees to retain copies of Memos for a minimum of six (6) years and forward copies to Bank within fourteen (14) days of the Bank's request for copies. The obligations of this paragraph will survive termination of this Agreement.

6. Returns and Adjustments: Credit Slips. With respect to transactions on Credit Card Accounts, if Dealer (a) accepts any goods for return; (b) permits the termination or cancellation of any services; or (c) allows any price adjustment, then Dealer shall not make any cash refund, but shall complete and deliver promptly to Bank a credit slip ("Credit Slip") signed by Dealer and evidencing the full amount of the refund or adjustment, and shall deliver to the Cardholder a true and complete copy of the Credit Slip at the time the refund or adjustment is made. Dealer shall include on any Credit Slip a brief description of the goods returned, services terminated or canceled, or refund or adjustment made, together with the date and amount of the credit, in sufficient detail to identify the transaction. The amount of a Credit Slip cannot exceed the amount of the original transaction as reflected on the Memo. The Credit Slip must reflect the full amount of the refund or adjustment, and cannot be reduced by any acquisition charge paid by Dealer to Bank on the original Memo. Dealer may process a Credit Slip for a Cardholder only if Dealer has previously completed the related purchase transaction with the same

Cardholder.

7. Dealer Warranties. Dealer warrants with respect to each Memo (at the time of presentation and at all times thereafter) delivered to Bank that: (a) the Memo is genuine and represents a valid payment obligation on a Credit Card Account of a bona fide and competent Cardholder; (b) Bank has specifically authorized the credit transaction represented by the Memo; (c) the Memo was not previously submitted by Dealer to Bank or another credit vendor for purchase; (d) the Memo is being delivered to Bank within thirty (30) days after Bank approved the related credit transaction, and within fourteen (14) days after it was executed by the Cardholder; (e) Dealer has delivered to the Cardholder a true and complete copy of the Memo; (f) prior to the delivery of the goods, the Cardholder will have paid any down payment stated in the Memo in cash, unless otherwise specified, and no part of the purchase price will have been or will be loaned to the Cardholder or financed by any other creditor, except Bank, on the Cardholder's Credit Card Account; (g) at the time the Cardholder purchases the goods, the purchase money security interest in the goods covered by the Memo is vested in Bank free and clear of any other liens or encumbrances, and Dealer has taken all actions necessary to perfect such security interest; (h) the Memo is free from liens (other than as provided in sub-paragraph (g) of this paragraph), setoffs, counterclaims and other defenses; (i) the goods or services covered by the Memo are of the type and the nature normally sold by the Dealer to the general public in the ordinary course of business; (j) the goods or services covered by the Memo were purchased from Dealer in a bona fide transaction, in the normal course of business and not part of a going out of business sale or other liquidation, for consumer (personal, family, or household) purposes; (k) the signature on the Memo is the signature of the Cardholder, is genuine and authorized, and is the same signature as on the Card and other valid identification examined by Dealer; and (l) Dealer has sent all documents regarding the purchase of any extended warranty purchased by the Cardholder to the entity issuing the extended warranty program. Dealer also warrants that it did not charge a surcharge because the Cardholder paid by credit instead of cash or check and if Dealer offers a discount to induce buyers to pay by cash or check rather than credit, Dealer offers such discount to all prospective buyers and the availability of such discount is disclosed clearly and conspicuously. Dealer also represents and warrants that Dealer has complied with all Bank procedures as provided by Bank from time to time.

8. Chargeback of Memos to Dealer.

(a) In any of the following circumstances, Bank may chargeback to Dealer any transaction Bank has financed, and Dealer shall immediately pay Bank the amount represented by the transaction, plus interest at the rate on the applicable Credit Card Account on the Memo accrued and unpaid as of the date of the chargeback, plus added fees and Bank's out-of-pocket costs incurred, if Bank reasonably deems that a transaction is the result of an unresolved Consumer dispute (after providing Merchant an opportunity to respond to the dispute), improper sales floor procedures, or a breach of Dealer's representations and warranties under this Agreement, including, without limitation when one or more of the following occur: (i) The Cardholder disputes the charge and Bank determines that the Cardholder's dispute is valid after providing Dealer an opportunity to respond to the dispute; (ii) the Memo and Application are not completed to Bank's reasonable satisfaction; (iii) the Memo is a duplicate of an item previously paid; (iv) the Cardholder disputes the execution of the Memo, or the sale, delivery, quality, or performance of the goods or services; (v) the Cardholder contends that it did not authorize the transaction represented by the Memo or did not authorize the transaction in the amount shown on the Memo; (vi) the Cardholder alleges that a credit adjustment was requested and refused, or that a credit adjustment was issued by Dealer but Bank did not receive the credit; (vii) the price of the goods or services shown on the Memo differs from the amount shown on the receipt delivered to the Cardholder at the time of the transaction; (viii) Dealer did not obtain authorization from Bank for the transaction represented by the Memo; (ix) the purported Cardholder disputes a transaction represented by a Memo and alleges that the he/she was not present at the Dealer's location or the Card was not physically presented; (x) Bank determines that Dealer has violated or not complied with any term, condition, covenant, warranty, or other provision of this Agreement or any other agreement between the parties, or any of Bank's procedures, in connection with the Memo or the transaction to which it relates; (xi) Bank

determines that the Memo is fraudulent or that the related transaction is not a bona fide transaction in Dealer's ordinary course of business, or is subject to any claim of illegality, cancellation, rescission, avoidance, or offset for any reason whatsoever, including without limitation negligence, fraud, or dishonesty on the part of Dealer or any of its agents or employees; (xii) Bank did not receive the Application as required by this Agreement; (xiii) Bank did not receive a copy of the Memo as required by this Agreement; (xiv) the Memo is submitted prior to acceptance of merchandise by the Customer; (xv) merchandise is shipped or delivered to any third-party address or P.O. Box without Bank's prior written approval; (xvi) merchandise is shipped or delivered without requiring and securing a signed receipt by Customer; (xvii) the Cardholder alleges that a credit adjustment was requested within the parameters of Dealer's documentable return policies and refused, or that a credit adjustment was issued by Dealer but Bank did not receive the credit; or (xviii) the Cardholder alleges that the Dealer provided false or misleading information (e.g., misrepresentation about credit promotions).

(b) Bank shall, upon request and within a reasonable time following the chargeback of a transaction to Dealer and payment by Dealer to Bank of amounts due under this Agreement, assign to Dealer (without recourse to Bank) Bank's interest in the Memo that was charged back. Dealer understands and agrees that Bank's right to chargeback a Memo to Dealer does not preclude Bank from enforcing any other remedies available to it.

9. Purchase by Dealer of Credit Card Accounts. Dealer agrees to immediately purchase from Bank any Credit Card Account (including the related Contract and all related Memos) with respect to which Dealer has violated, or not complied with, any term, condition, covenant, warranty, or other provision of this Agreement, or any other agreement between the parties, or any of Bank's procedures. Dealer shall pay Bank the full unpaid balance on the Credit Card Account, including accrued but unpaid interest and legally added fees as of the date of Dealer's purchase, plus any out-of-pocket expenses incurred by Bank in attempting to collect on the Credit Card Account, including but not limited to reasonable attorneys' fees and out of pocket expenses.

10. Dealer Covenants. Dealer hereby covenants and agrees with Bank as follows:

(a) Dealer shall provide to Bank, upon Bank's request, a copy of Dealer's most recent financial statement and/or annual report prepared in accordance with generally accepted accounting principles.

(b) Dealer shall: (i) comply with all laws applicable to Dealer, Dealer's business, any Customer Materials, and any credit transaction, including, without limitation, all federal, state and local laws, rules and regulations; and (ii) comply with all instructions or procedures provided by Bank, as such may be amended from time to time by Bank (which instructions or procedures are hereby deemed part of this Agreement), including without limitation, instructions pertaining to the completion of Applications, Customer Identification Procedures, Submission of Memos, Contracts or Memos.

(c) Dealer agrees not to offer for sale in connection with the finance program any extended warranties, service contracts, or similar arrangements ("Extended Warranties") without the prior written consent of Bank. For sake of clarification, nothing in this paragraph prohibits Dealer from offering any standard manufacturer's warranty that is included with the purchase price of its goods. In the event that Bank consents to one or more Extended Warranties, Dealer will be responsible for ensuring that all aspects of the Extended Warranties comply with Applicable Law. In addition, Bank will have the right to withdraw its approval, and prohibit the offering of any Extended Warranties, if (i) the warranty obligations cease to be fully insured by a company acceptable to Bank; (ii) the financial condition of the entity insuring the obligations, or providing the services, deteriorates; or (iii) Bank reasonably determines that the continued financing of Extended Warranties presents an enhanced risk of losses. In addition to Extended Warranties, Dealer agrees not to finance gift certificates, stored value cards (or reloads), or any other future service or delivery obligation, on Cards without the prior written consent of Bank.

(d) When a Memo includes a charge for an Extended Warranty, Dealer agrees, in the event the buyer moves out of Dealer's service area (with the goods covered by the Extended Warranty), to either arrange for warranty service to be performed by other

qualified technicians or to refund the unearned portion of the charge assessed for the Extended Warranty.

(e) Dealer guarantees every Extended Warranty approved of by Bank, even if any such Extended Warranty is not immediately effective. Dealer shall provide adequate service on goods covered by Memos delivered to Bank. Dealer agrees to provide repairs and service to buyers of the goods at Dealer's usual rate of charge.

(f) Dealer will make a good faith effort to resolve fairly all Cardholder disputes with respect to transactions on Credit Card Accounts, including refunds, exchanges, returns and adjustments on purchases. Dealer will cooperate in the resolution of any Cardholder disputes and fully respond within ten (10) days from the date that the dispute is forwarded to Dealer by Bank.

(g) Dealer will make appropriate entries in its records reflecting the delivery to Bank of Applications, Contracts and Memos.

(h) Dealer will promptly mail all original applications (rejected and approved) to TD Retail Card Services, a division of TD Bank, N.A.

(i) Upon the request of any Cardholder, Dealer will provide the Cardholder with Bank's name and address.

(j) Dealer shall not indicate, directly or indirectly, that Bank endorses Dealer's products or services. During the term of this Agreement and any extension thereof, and only upon the prior written consent of Bank, Dealer may use the names "TD Retail Card Services, a division of TD Bank, N.A." or "Bank," provided, however such names shall be used only in connection with the financing program established by this Agreement, and only in a fashion, forms and formats which have been previously approved in writing by Bank. Dealer acknowledges that upon expiration or termination of this Agreement for any reason whatsoever, Dealer will immediately cease the use of any Bank's trademarks, service marks or trade names, and Dealer will have no interest or right to use any such trademarks, service marks or trade names for any purpose thereafter

(k) Dealer will obtain and maintain any license or registration necessary to the legal performance of this Agreement or any other agreement between the parties, including, without limitation, any license or registration applicable to consumer lending or credit insurance. If Dealer breaches this covenant, Bank may, in addition to any other remedy provided for in this Agreement or any other agreement between the parties, cancel or reduce any payments to Dealer for which such license is required.

(l) Dealer will pay all assessments, taxes and other governmental charges on or relating to any equipment provided to Dealer by Bank, and all sales taxes on goods or services sold by Dealer.

(m) Dealer grants to Bank the right, license and privilege to use Dealer's trademarks, retail marks and service marks ("Dealer Marks") on program materials, specifically including, but not limited to, Applications, Cards, Contracts, Memos and other program related communications. Upon termination of this Agreement, Dealer will purchase from Bank, at Bank's cost, all Cards and forms of Applications, Contracts and Memos remaining in Bank's stock which have been customized with Dealer's name.

(n) Dealer will provide storage of any goods, originally purchased from Dealer with a Card, that come into Dealer's possession at no cost to Bank.

(o) Dealer will forward to Bank promptly after receipt, at any time during or following Dealer's participation in the finance program, a copy of any legal proceeding, or a communication relating to a Credit Card Account or a Card transaction received from, or on behalf of, a Cardholder or from a governmental or regulatory authority.

11. Indemnification. Dealer agrees to indemnify, defend and hold harmless Bank, its affiliates and subsidiaries, their respective officers, directors, employees, representatives and agents from any and all claims or defenses, losses, damages, expenses and/or liabilities including attorneys' fees and other costs of defense, arising from or relating to: (a) any action or inaction of Dealer with respect to a Cardholder, Customer, Dealer's business, any Customer Materials, any Credit Card Account transaction, or any electronic processing service, and/or (b) any breach by Dealer of any term, condition, covenant, warranty or other provision of this Agreement or any other agreement between the parties, and/or (c) any alleged violation by Dealer of any applicable law, rule or regulation, including, without limitation, violations caused by Dealer's incomplete compliance or noncompliance with Bank's written instructions and/or procedures,

whether or not the claimant ultimately prevails and whether or not the claim or defense is related to a transaction or the goods covered by a Memo. The obligations under this paragraph survive the termination of this Agreement.

12. Effective Date and Termination.

(a) This Agreement shall become effective on Dealer's receipt of this Agreement and Dealer's first submittal to Bank and Bank's first acceptance from Dealer of an Application or Memo sent to Bank.

(b) This Agreement shall continue until either party terminates this Agreement by providing thirty (30) days' prior written notice to the other party; provided, however, that Bank may terminate this Agreement without prior notice: (i) in the event of the commencement of a bankruptcy petition or proceeding either by or against Dealer (the parties agree that in the event of commencement of such petition or proceeding, this Agreement shall be considered a contract of "financial accommodation" for purposes of the Federal Bankruptcy Code, 11 U.S. Section 101 et seq., by Bank to Dealer); (ii) if Bank has not received any Application or Memo from Dealer in the preceding twelve (12) months; (iii) if Bank determines that Dealer, or any of Dealer's affiliates, owners, or officers, has violated any term, condition, covenant, warranty, or other provision of this Agreement, or any other agreement between Dealer and Bank or any parent, subsidiary or other affiliate of Bank; (iv) Bank is notified by Dealer's distributor, manufacturer or professional association that Dealer is no longer in good standing with such distributor, manufacturer or professional association; or (v) Dealer fails to meet its distributor's, manufacturer's or professional association's requirements for participation in a program with Bank.

(c) The termination of this Agreement shall not affect the rights, liabilities or obligations of the parties with respect to transactions entered into before the effective date of the termination. Upon the effective date of termination, Dealer's rights hereunder shall cease, but Dealer's obligations in connection with Memos, Contracts and Credit Card Accounts, including, without limitation, Dealer's chargeback, purchase, and indemnity obligations, shall survive such termination.

(d) During the period between the giving of a termination notice and the effective date of termination, the Dealer will cooperate in good faith to maintain levels of service as outlined in this Agreement to provide for an orderly termination.

13. Miscellaneous.

(a) Bank may amend this Agreement at any time by mailing written notice to Dealer of any amendment at least ten (10) days prior to the effective date of the amendment, and the amendment shall become effective on the date specified unless Bank receives Dealer's notice of termination of this Agreement before such effective date.

(b) Dealer may not assign, in whole or in part, its rights and obligations under this Agreement. Bank may assign any or all of its rights and obligations under this Agreement. Each party agrees to notify the other party of any change in ownership or its name. Subject to this subparagraph (b), this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(c) Bank's liability to Dealer with respect to any credit transaction on a Credit Card Account shall not exceed the amount which Bank paid Dealer for the applicable Memo in connection with such transaction, and Bank shall in no event be liable for any incidental,

consequential, special, punitive, or exemplary damages whatsoever, or for Dealer's attorneys' fees.

(d) Dealer consents to Bank personnel monitoring and/or recording telephone conversations between Dealer and Bank personnel in order to evaluate the quality of Bank's services.

(e) Bank, its agents and any regulatory agencies with enforcement authority over Bank, shall have the right to inspect any of the Dealer's places of business for the purpose of reviewing Dealer's implementation of and compliance with this Agreement.

(f) Dealer shall reimburse Bank for all costs, including reasonable attorneys' fees, incurred by Bank in connection with enforcement by Bank of the provisions of this Agreement.

(g) Bank may offset any amounts it owes to Dealer under this Agreement or any other

agreement against any amounts Dealer owes to Bank or any parent, subsidiary or other affiliate of Bank. Dealer may not offset any amounts it owes to Bank against any amounts Bank or any parent, subsidiary or other affiliate of Bank owes to Dealer.

(h) This Agreement contains the entire agreement between the parties, and all prior representations, promises and conditions, whether oral or written, in connection with the subject matter hereof, are merged herein.

(i) Bank's rights, remedies and powers under this Agreement are cumulative. Any delay or failure by Bank to exercise any right, power or remedy which Bank may have at any time under the terms of this Agreement shall not constitute a waiver thereof by Bank, and no single or partial exercise by Bank of any right, power or remedy shall preclude other or further exercise thereof, or any exercise of any other rights, powers or remedies.

(j) The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and/or applicable federal laws, rules and regulations.

(k) Dealer agrees that in the event of the commencement of a bankruptcy proceeding either by or against Dealer, Bank will not be stayed from terminating this Agreement; therefore Dealer waives, to the extent legally permissible, the benefit of the automatic stay which might otherwise arise in such proceeding, and further agrees, upon any motion by Bank in any proceeding for relief from the automatic stay, not to interpose opposition of any nature to the granting of such relief.

(l) The parties agree that invalidity or unenforceability of any provision of this Agreement shall in no manner affect any other provision.

(m) Bank and Dealer are at all times independent contractors in all matters relating to this Agreement and the finance program. Dealer and its employees are not agents or employees of Bank for any purpose and have no power or authority, whether apparent, actual, ostensible or otherwise, to bind or commit Bank in any way. Bank and its employees are not agents or employees of Dealer for any purpose and have no power or authority, whether apparent, actual, ostensible or otherwise, to bind or commit Dealer in any way. This limitation set forth in this paragraph is intended to include all state and federal statutes and regulations. It is further agreed that neither party will have any obligation or liability as a result of an imputed employment relationship. It is further agreed that each party will be responsible for any and all tax and insurance matters, employment or other expenses incurred by that party.

(n) Dealer agrees that Bank may share information about Dealer's participation in the finance program with Dealer's distributor, manufacturer or professional association.

14. Confidential Information

(a) Except as required by law, court of competent jurisdiction or regulatory body, Bank and Dealer shall keep strictly confidential and shall not disclose, copy or use any Confidential Information of the other party, except to implement the provisions of this Agreement. Subject to the terms of this Agreement, a party may share the Confidential Information it receives from the other party with its affiliates and each of their respective directors, officers, employees, agents and representatives ("Authorized Agents") only for the purpose of performing its obligations under this Agreement. The receiving party will keep confidential, and will cause its Authorized Agents to keep confidential, all Confidential Information obtained from the disclosing party. Each party will promptly return or destroy the other party's Confidential Information upon termination of this Agreement, including, without limitation, any flags or indicators in Dealer's database that a person is a Cardholder. "Confidential Information" shall mean the following: (a) the terms of this Agreement (which will be considered the Confidential Information of Bank); (b) information regarding the finance program, and Bank's customers, pricing policies, methods of operation, proprietary computer programs, sales, products, profits, costs, markets, key personnel, product applications and technical processes; and (b) information disclosed by the parties in writing or machine readable form and the writing or machine readable form has been marked "Proprietary," "Confidential," or in any similar manner which gives notice of its confidential nature. Confidential Information may be disclosed pursuant to a subpoena issued by any court or government agency, and may also be disclosed to any governmental agency or regulators of Bank. Nothing in this Section 14 shall preclude Bank from disclosing Confidential Information to any state or federal body or agency with regulatory authority over Bank or Dealer.

b) Without limiting the foregoing, Dealer agrees as follows: All capitalized terms used in this subsection and not otherwise defined shall have the meanings set forth in the Office of the Comptroller of the Currency's "Privacy of Consumer Financial Information" Regulation (12 C.F.R. Part 40), as amended from time to time (the "Privacy Regulation"), and the "Interagency Guidelines Establishing Standards for Safeguarding Customer Information" (12 C.F.R. Part 30), as amended from time to time (the "Safeguarding Guidelines"), issued pursuant to Section 504 of the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et seq.). Dealer acknowledges that the Privacy Regulation and Safeguarding Guidelines govern the use, disclosure, privacy and security of Nonpublic Personal Information about consumers. Dealer hereby represents and warrants with respect to any Nonpublic Personal Information obtained by Dealer in connection with this Agreement that it shall:

- (i) Comply with the terms and provisions of the Privacy Regulation, including, without limitation, the provisions regarding the sharing of Nonpublic Personal Information (as defined in the Privacy Regulation);
 - (ii) Comply with the terms and provisions of the Safeguarding Guidelines, including, without limitation, adopting, implementing and maintaining written policies and procedures to (A) ensure the security and confidentiality of Nonpublic Personal Information; (B) protect against any anticipated threats or hazards to the security or integrity of the Nonpublic Personal Information; and (C) protect against unauthorized access to or use of the Nonpublic Personal Information that could result in substantial harm or inconvenience to any consumer;
 - (iii) Not disclose or use any Nonpublic Personal Information except to perform its obligations under this Agreement, or as otherwise agreed to by Bank if such use is permitted by the Privacy Regulation, Bank's privacy policy and other applicable laws;
 - (iv) Not make any changes to its security measures that would increase the risk of any unauthorized access;
 - (v) Not disclose any Nonpublic Personal Information to any other entity;
 - (vi) In the event Dealer knows or reasonably believes that there has been any unauthorized access (or attempted unauthorized access) to Nonpublic Personal Information in the possession or control of Dealer that compromises (or threatens to compromise) the security, confidentiality or integrity of such Nonpublic Personal Information:
 - (A) promptly notify Bank of such unauthorized access or attempted unauthorized access;
 - (B) identify to Bank (at no cost to Bank) what specific Nonpublic Personal Information may have been accessed, including (if applicable) the name and account number of each affected consumer;
 - (C) take reasonable steps to remedy the circumstances that permitted any such unauthorized access to occur;
 - (D) take reasonable steps to prohibit further disclosure of Proprietary Information; and
 - (E) take any further action requested by Bank, including, without limitation, notifying impacted consumers of the breach.
- (c) This Section 14 will survive termination of this Agreement.

15. Power of Attorney. Dealer authorizes Bank to execute or endorse on behalf of Dealer any instruments, or other documents with respect to goods purchased from Dealer with a Card as attorney-in-fact for Dealer. This power of attorney is irrevocable and coupled with an interest. In particular, Dealer irrevocably constitutes and appoints Bank as its attorney-in-fact to endorse the name of Dealer on any payments received by Bank on Credit Card Accounts. Bank authorizes Dealer to execute on behalf of Bank any instruments or other documents with respect to goods purchased from Dealer with a Card, if necessary to perfect the security interest of Bank in such goods. Dealer agrees to promptly provide Bank a copy of all such documents executed on Bank's behalf.

16. Electronic Processing. The following special terms will apply if Bank authorizes Dealer to engage in electronic processing of credit card transactions.

- (a) Notwithstanding anything to the contrary in this Agreement, Dealer may in lieu of delivering the paper original of a Memo to Bank for payment on such Memo by Bank, electronically transmit to Bank all data required to appear on such Memo; provided, however, that Dealer shall then: (i) retain, as Bank's custodian, the paper original of the Memo for a period of not less than six (6) years; and (ii) deliver to Bank, within fourteen

(14) days of Bank's request, the paper original of such Memo.

- (b) If Dealer fails to deliver to Bank a paper original of a Memo within fourteen (14) days of Bank's request as provided in paragraph 16(a)(ii) above, then Dealer shall, upon Bank's demand, pay to Bank the amount represented by such Memo which remains unpaid by the Cardholder plus all accrued but unpaid interest and added fees thereon, and Bank shall thereupon assign the Memo to Dealer.
- (c) Dealer's electronic transmission to Bank of data contained in a Memo as provided in this paragraph shall be treated for all purposes under this Agreement as if Dealer had delivered a paper original of a Memo containing such data.
- (d) Dealer hereby warrants that all data electronically transmitted to Bank with respect to a Memo accurately reflects the information contained in the paper original of such Memo.
- (e) Notwithstanding anything to the contrary in this paragraph 16, Dealer must deliver to Bank the paper original of any Application signed by a Customer, within three (3) days of the transaction or seven (7) days of the date of signature. If Bank finances a purchase by the Customer before Bank receives the paper original of the related Application, Dealer will reimburse Bank any amount financed, plus interest and fees.

17. Extended Warranty Marketing. The following special terms will apply if Bank authorizes Dealer in writing to engage in the third-party marketing of extended warranty contracts as provided below.

- (a) Subject to the terms of this paragraph, Dealer may authorize a third-party specifically approved by Bank in writing ("Marketer") and only Marketer, as the agent of Dealer, to: (i) market extended warranty contracts (Warranty Contracts) to Dealer's Customers; and (ii) authorize any Customer of Dealer who has an existing Credit Card Account to finance the purchase of Warranty Contracts on such Credit Card Account (the "Warranty Marketing Program") by use of Memos. Customers so financing Warranty Contracts shall be referred to herein as Warranty Contract Purchasers.
- (b) Dealer agrees and understands that all actions or inactions of Marketer with respect to the Warranty Marketing Program are attributable to Dealer for the purposes of all of Dealer's covenants, agreements, representations and warranties in this Agreement.
- (c) Dealer's indemnification obligations in this Agreement apply to any action or inaction of Marketer as if such action or inaction were the action or inaction of Dealer. The obligations under this subparagraph 17(c) survive the termination or expiration of this Agreement.
- (d) In the event any Warranty Contract Purchaser goes into default on his/her Credit Card Account, or the Credit Card Account of such Warranty Contract Purchaser is otherwise charged off by Bank for any reason, during the term of the Warranty Contract of such Warranty Contract Purchaser. Dealer shall reimburse Bank for the portion of the Warranty Contract unearned and unexpired at the time of the default or chargeoff.
- (e) Dealer agrees that it may authorize Marketer to authorize Dealer's Customers to finance the purchase of Warranty Contracts on Credit Card Accounts only so long as the Warranty Contracts, and the performance of Marketer under the Warranty Contracts, continues at all times to be insured by an independent insurance company, which insurance company maintains at all times a Best A rating. From time to time, upon the request of Bank, Dealer will provide Bank with proof satisfactory to Bank that Marketer continues to be insured as required by this sub paragraph (e).
- (f) Bank may terminate the financing of a Warranty Marketing Program through Credit Card Accounts established by this paragraph at any time, by providing thirty (30) days' prior written notice to Dealer.



Retail Card Services

ACH AUTHORIZATION FORM

Please complete this form and forward it to:
Merchant Services at TD Retail Card Services
1000 MacArthur Boulevard
Mahwah, NJ 07430

I _____, (officer), on behalf of _____
(company), for purposes of settlement, authorize TD Retail Card Services ("TDRCS"), a division of TD Bank N.A., to automatically deposit/debit my net settlement and payment into our account as specified below. This authority will remain in effect until TD RCS receives written notification.

MERCHANT #

SECONDARY CREDIT/DEBIT (IF REQUIRED)

BANK NAME

BANK NAME

BANK ADDRESS

BANK ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

BANK PHONE # / CONTACT

BANK PHONE # / CONTACT

BANK ROUTING #

BANK ROUTING #

BANK ACCOUNT #

BANK ACCOUNT #

Officer Signature and Date _____

Please attach a blank voided check for the account to which the payment will be made. Once TD Retail Card Services receives the authorization form, please allow 2-3 weeks for set up. If you have any questions regarding this matter, please contact the Merchant Services Department at (800) 538-3638.

TD Bank, N.A.		
Acceptable Identification Documentation - TWO (2) PIECES OF ORIGINAL IDENTIFICATION ARE REQUIRED TO OPEN ANY ACCOUNT AND AT LEAST ONE MUST BE A PRIMARY FORM OF IDENTIFICATION (All Identification Must Be Valid & Unexpired)	Primary	Secondary
Both U.S and Non-U.S. Citizens		
Driver's License - Must contain photograph and signature - Issued by a state, district, commonwealth, or territory of the U.S.	X	X
Driver's License (Temporary) Must contain photograph and signature - Issued by a state, district, commonwealth, or territory of the U.S.	X	X
Driver Learner's Permit - Must contain photograph and signature. Issued by a state, district, commonwealth, or territory of the U.S.	X	X
Non-Driver Identification Card - Must contain photograph and signature. Issued by a state, district, commonwealth, or territory of the U.S.	X	X
Bank Statement - Must be original and issued within last 2 months. Address must contain customer's current residence		X
Certificate of Marriage or Divorce - Must contain raised seal		X
Certified Birth Certificate - Must contain raised seal		X
CT, NJ, NY, PA State Benefits Identification Card - State issued document for welfare, Medicaid or food stamp recipients		X
Employer I.D. Card - Employment must also be independently verified - e.g. original paycheck stub, phone call, site visit		X
Federal, State or Local Government Identification Card - Must contain photograph - Issued to government employees		X
Major Credit Card (Only American Express, Diners Club, Discover, MasterCard or Visa are acceptable). This does not include department store-issued credit cards or debit cards. Verify credit card is signed and unexpired		X
Pistol of Firearms Permit, Hunting License, or Fishing License - Issued by a state government		X
Senior Citizen Card - Must contain a photograph. Issued by a state or local government		X
U.S. College/University Photo Identification Card AND Proof of Current Enrollement (e.g. acceptance letter, class registration or schedule, academic transcript, etc) This I.D. is acceptable for current students only.		X
Utility Bill - Must be original and issued by telephone, gas, electric or cable company within the last 2 months. Address must contain customer's current residence		X
United States Citizen		
U.S. Passport (must be valid)	X	X
U.S. Armed Forces Identification Card - With signature	X	X
Certified Certificate of Citizenship - Must contain raised seal		X
Certified Certificate of Naturalization - Must contain raised seal		X
Local Government I.D. Card - Must contain photo (e.g. state/county/sheriff photo ID card)		X
Medicaid Card - This is a state issued document which does not contain a photo ID		X
Medicare Card - This is a U.S. government issued document which does not contain a photo ID		X
U.S. Armed Forces Identification Card - Without signature		X
U.S. Citizen Identification Card - Must contain photo. Issued by U.S. government to citizens, native born and naturalized		X
Veterans Universal Access and Identification Card(VIC) - Must contain photo, Issued to veteran patients receiving care and services at Veteran Affairs healthcare facilities		X
Non-U.S. Citizens		
Alien Registration Card ("Green Card") - Must contain photograph. Issued by U.S. government to permanent resident aliens	X	X
Foreign Passport with a Valid I-551 stamp - Passport must be in English language or be accompanied by certified translation	X	X
Permanent Resident Card - Must contain photograph. Issued by U.S. government	X	X
Refugee Travel Document - Also known as Form I-571	X	X
Certificate of Canadian Citizenship - Must contain photograph. Issued by Canadian government to proving Canadian citizenship		X
Foreign Drivers License - Must contain photograph. Issued by foreign government		X
Foreign National Identity Card - Must contain photograph. Identity card issued by foreign country (e.g. Cedula Card, Matricula Consular)		X
Temporary Resident Card - Must contain photograph - Issued by U.S. government to non-U.S. citizens which entitles the holder to reside and work in the U.S. until expiration date.		X
U.S. Employment Authorization Card - Must contain photograph - Issued to non-U.S. citizens allowing them to work in the U.S.		X