

Unique Lighting Contractors – U.S.

Date: November 1, 2018
To: Contractors Installing Unique Lighting Systems
From: David Adams, Senior Manager, Financial Services
Subject: Toro Credit Card Retail Finance Programs November 1 – January 31, 2019

See the attached menu for full details of Toro's winter (November 1 – January 31, 2019) retail finance promotions for lighting installations. You'll find the following great options for your customers.

- \$100 Customer rebate offer via a pre-paid Visa debit card **OR**
- No interest for 24-months

Customer \$100 Visa Debit Card Rebate Offer on Toro Card Purchases > \$1499

You can give your customers an automatic \$100 rebate in the form of a Visa pre-paid debit card when they choose 12 months deferred interest financing on the Toro card!

GET A \$100 VISA PREPAID CARD*

with an installation of Toro/Irritrol or Unique Lighting system component purchase of \$1,500 or more financed on the Toro Credit Card (before tax).

PLUS

12 MONTHS SPECIAL FINANCING

on Toro/Irritrol or Unique Lighting system component purchase of \$1,500 or more!

DETAILS

- * All lighting fixtures must be Unique
- * No customer promo fee!
- * No documents to submit!
- * Customer will receive in mail 8-10 weeks
- * No contractor cost!

Attachments

- * Promotion Menu
- * Customer Rebate Certificate
- * Rebate Instructions
- * Customer Promotion Flyer with editable fields for your logo or notes
- * "Dealer" (Contractor) Enrollment Application

Toro Credit Card (Citi) Program Enrollment

Be sure you're enrolled in the Toro credit card program to take advantage of our incredible retail financing promotions! Simply complete the attached application titled "Toro Credit Card Dealer Application" and email to Citi at ccsdealerapplications@citi.com. Call Citi's Merchant Services at 866-786-2026 with any questions.

IMPORTANT!: On the enrollment application where asked for your "Toro Dealer #" be sure to input "**Lighting**". This lets Citi know you are a Unique Lighting contractor which qualifies you for the proper promotions.

Once enrolled, expect to receive a phone call from Citi, and later, a Welcome Kit with the information you need to use the program roughly five business days after your approval.

Customer Brochures

Your Welcome Kit will contain a letter to you, as an irrigation or lighting contractor, with instructions on how to order a supply of informational customer brochures at no charge.

Contractor Training

View a video showing how to process customer credit applications and sales transactions on the Toro credit card at any time by using this link, <https://www.youtube.com/watch?v=x3YStqkickKM>.

Please contact your Toro regional sales manager with any questions regarding these promotions or:

David Adams - david.adams@toro.com, 952-887-8834

Cheri Zweber – cheri.zweber@toro.com, 952-887-8805



Toro Credit Card Dealer Application



This is an application to accept credit cards issued by Citibank, N.A. Refer to Dealer Application Checklist for instructions about completing and submitting this application. All fields must be completed in order for the application to be processed.

Dealer Information Application Date _____

Brand Applying For <input type="checkbox"/> Toro (Irritrol/Unique Lighting) <input type="checkbox"/> Exmark		Toro Dealer #	Exmark Dealer #
Is this enrollment for an? <input type="checkbox"/> Additional Citi Program (If checked, only Sections 1, 2, 4, and 7 need to be completed)			
Corporate Name			
Trade Name (DBA), if applicable			
Address (physical)			Suite
City		State	Zip
Phone Number	Fax Number	Federal Tax ID	
Check appropriate box and indicate Federal Tax Classification: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company. Enter the Tax Classification (C=C Corporation, S=S Corporation, P=Partnership) _____			
Date Business Established	Total Annual Sales	Estimate of Annual Sales on the Toro Credit Card* \$_____	
<small>*This number should encompass what is expected to be processed on the Toro Credit Card, not the total volume that is eligible to be processed on the Toro Credit Card.</small>			
Seller Permit Number for State Sales & Use Tax	State of Issuance	Main Contact	Title
Main Contact Email Address (This email address will be used to communicate program information regarding the Toro-Exmark Credit Card Program.)			
Alternate Contact			Title

Additional Citi Program(s) (If applicable)

Is this dealership enrolled with other Citi programs? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please provide the program name(s) and Citi Merchant number(s) below.	
Program Name	Citi Merchant #
Program Name	Citi Merchant #
Program Name	Citi Merchant #

Additional Dealer Location(s) (If applicable)

Are there more than two additional dealers? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, photocopy Section 3 and list additional dealers and include with this application.			
Dealer #2 Trade Name (DBA), if applicable			
Toro Dealer #	Exmark Dealer #	Company Email Address (optional)	
Address (physical)			Suite
City		State	Zip
Phone Number	Fax Number		
Main Contact	Main Contact Email Address (optional)		
Dealer #3 Trade Name (DBA), if applicable			
Toro Dealer #	Exmark Dealer #	Company Email Address (optional)	
Address (physical)			Suite
City		State	Zip
Phone Number	Fax Number		
Main Contact	Main Contact Email Address (optional)		

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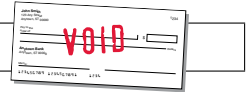
Settlement Bank Information and Supplier References

Settlement Bank		
Routing Number/ABA	How To Find Routing And Account Numbers On Your Checks	
Account Number/DDA		
List Supplier References Below		
Supplier Name	Phone Number	Fax Number
Supplier Name	Phone Number	Fax Number

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Voided Check

A VOIDED CHECK OR BANK CERTIFICATION LETTER IS REQUIRED



Officers, General Partners, Members, Owners, or other Principals of the Dealership

Full Name		Title	Social Security Number	
Date of Birth (mm/dd/yyyy)	Home Address	City	State	Zip
If Home Address is less than 2 years, please provide previous address				
Previous Address		City	State	Zip
Have you or any entity you have been affiliated with ever done business with Citibank, N.A. or its affiliates? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Have you or any entity you have been affiliated with ever filed bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If the answer to either of the two questions above is Yes, please explain. Use a separate sheet, if necessary.				

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Full Name		Title	Social Security Number	
Date of Birth (mm/dd/yyyy)	Home Address	City	State	Zip
If Home Address is less than 2 years, please provide previous address				
Previous Address		City	State	Zip
Have you or any entity you have been affiliated with ever done business with Citibank, N.A. or its affiliates? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Have you or any entity you have been affiliated with ever filed bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If the answer to either of the two questions above is Yes, please explain. Use a separate sheet, if necessary.				

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Dealer's agreement to Dealer Agreement; Authorizations; Dealer's Tax Certification

Each person who signs below (an "Authorized Signer") applies for and on behalf of Dealer to accept private label credit cards issued by Citibank, N.A. (together with its successors and assigns, "Bank") as contemplated by the Dealer Agreement previously received by Dealer having the same form number as this application (as amended from time to time, the "Agreement"). Each Authorized Signer agrees with Bank for and on behalf of Dealer that: (i) **Dealer agrees to the terms and conditions of the Agreement which contains limitation of liability, jury waiver and arbitration provisions** and (ii) the Agreement shall be effective and binding on Dealer if accepted by Bank.

Each Authorized Signer represents to Bank that all information contained in this application is true, accurate and complete and that he/she has authority to submit this application on behalf of Dealer. Dealer and each Authorized Signer hereby authorize Bank to obtain, verify and exchange with any person or entity information about Dealer and each Authorized Signer, including, without limitation, commercial and consumer credit reports. Dealer and each Authorized Signer hereby authorize any person or entity to furnish Bank any information that such person or entity may have or obtain about Dealer and each Authorized Signer. All of the above authorizations shall remain in effect until Bank rejects this application or, if Bank accepts the Agreement, until the Agreement is terminated and Dealer's obligations under the Agreement are satisfied.

Dealer's Tax Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest and dividend income or (c) the IRS has notified me that I am no longer subject to backup withholding.
- I am a US citizen or other US person (as defined in the Form W-9 instructions).

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature (First Authorized Signature)	Date	Home Phone Number
Signature (Second Authorized Signature)	Date	Home Phone Number

Please ensure all fields of the form are complete and fax to **1-866-352-5204** or email **ccdealerapplications@citi.com**.
For additional support, please contact Merchant Services at **1-866-786-2026**.

CITIBANK, N.A.
REVOLVING CREDIT DEALER AGREEMENT
(TORO/EXMARK DEALERS)

THIS AGREEMENT (“**Agreement**”) is made by and between Citibank, N.A. (“**Bank**”), a national banking association located in Sioux Falls, S.D., and the undersigned retail dealer (hereinafter called “**Dealer**”).

WITNESSETH:

WHEREAS, The Toro Company and Exmark Manufacturing Company Incorporated (collectively referred to hereinafter as “**Company**”) engage in the distribution and sale of goods and services under the Toro and Exmark brand names and other related products and related services (“**Company Goods**”) through a distribution network which includes retail merchants;

WHEREAS, Dealer engages in the sale of Company Goods, and Dealer desires to make financing available to consumers purchasing Company Goods and certain other goods and services from Dealer (“**Goods and Services**”) and to participate in the Program in accordance with the terms and conditions set forth herein;

WHEREAS, Bank issues to consumers private label credit cards for use at retail establishments and desires to offer to individual qualified consumers the ability to use a Bank credit card with the Program name and logo appearing on such card for the financing Goods and Services purchased at Dealer locations; and

WHEREAS, Bank directly or through its designee shall operate and administer a merchant authorization and settlement program whereby, subject to certain conditions, Bank shall authorize certain Bank credit card transactions for Dealer, and Dealer or its designated agent shall present Bank with transaction records for payment.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Bank** and **Dealer** agree as follows:

ARTICLE I - Definitions

Section 1.1 Definitions. Except as otherwise specifically indicated, the following terms shall have the meaning specified herein:

“**Account**” means a Credit Card account established by Bank to be used by a Cardholder to finance the purchase of Goods and Services from Dealer pursuant to the terms of a Cardholder Agreement, and the receivable generated thereunder.

“**Authorization**” means permission from Bank to make a Card Sale.

“**Authorization Center**” means the facility designated by Bank at which Card Sales are authorized.

“**Business Day**” means Mondays through Fridays except days when Bank is closed for business.

“**Card Sale**” means any sale of Goods and Services that a Dealer makes to a Cardholder pursuant to this Agreement that is charged to an Account.

“**Cardholder**” means the person in whose name an Account is maintained.

“**Cardholder Agreement**” means with respect to any Account or an application for an Account, the related combined application and agreement between the Cardholder and Bank governing the terms and conditions of such Account, as such terms and conditions or agreement may be amended from time to time by Bank.

“**Cardholder Data**” means personally identifiable information about a Cardholder or applicant that is collected, received or generated and is retained by or on behalf of Bank in connection with the Cardholder’s or applicant’s application for or use of a Credit Card or Account or otherwise obtained and retained by or on behalf of Bank, and includes any list (whether in hardcopy, magnetic tape, electronic or other form) that identifies or provides a means of differentiating Cardholders and all other information set forth therein.

“**Chargeback**” means the refusal of Bank to pay Dealer for a Card Sale or the return to Dealer and reimbursement of Bank of a Card Sale for which Dealer was previously paid.

“**Charge Transaction Data**” means Account or Cardholder identification and transaction information with respect to each Card Sale and each return of a Card Sale for Credit to the applicable Account, in each case as submitted to Bank in accordance with this Agreement.

“**Credit**” means a non-cash refund issued by Dealer to a Cardholder of all or a portion of the amount of a Card Sale.

“**Credit Card**” means a private label consumer revolving credit card issued by Bank under Bank’s agreement with Company for use under the Program, which may be used for purchases on an Account.

“**Credit Slip**” means evidence of a Credit in paper or electronic form.

“**EAP**” means the method of processing Credit Card applications pursuant to which Dealer shall electronically transmit all necessary Credit Card application data (as determined by Bank) to Bank for a credit determination made

in accordance with Bank's Account issuance criteria.

“Electronic Location” means a Dealer location at which there is an Electronic Terminal.

“Electronic Terminal” means an electronic terminal or computer capable of communicating by means of an on-line or dial-up electronic link with Bank (whether routed through Bank's facilities or otherwise) for processing applications via EAP and with an Authorization Center to obtain Authorization.

“Floor Limit” means the United States dollar amount designated by Bank, as it may be changed from time to time, at or above which Authorization must be obtained to make a Card Sale.

“Goods and Services” has the meaning set forth in the preamble. For purposes of this Agreement, “Goods and Services” shall not include (a) any financial products or services, or (b) any of the goods or services set forth on Exhibit B, as such schedule may be amended by from time to time by the parties.

“Governmental Authority” means any federal, state or local government, governmental, administrative or regulatory authority (including any self-regulatory body or authority), agency, court, tribunal, commission or other entity exercising executive, legislative, administrative or judicial.

“Law” means any federal, state, local, national, foreign or administrative law (including common law), treaty, statute, ordinance, regulation, requirement, regulatory guidance or bulletin, rule, code or order of any Governmental Authority.

“Net Card Sales” means the gross dollar amount of Card Sales made by Dealer during a calculation period less the total dollar amount of Credits and adjustments to Accounts with respect to the Card Sales made by Dealer during such calculation period.

“Operating Regulations” means the standard operating procedures of Bank, as they may be changed from time to time. For purposes of this Agreement, the Operating Regulations shall be deemed an integral part of the Agreement and references to the Agreement shall be deemed to include the Operating Regulations. The Operating Regulations as in effect as of the date of this Agreement are set forth on Exhibit C.

“Parent and Consultants” means a party's parent company, affiliates and subsidiaries, and such party's and such parent company's, affiliates' and subsidiaries' directors, officers, members, partners, managers, employees, agents, advisors and consultants.

“Program” means the consumer revolving credit card program associated with Company whereby Accounts will be established and maintained by Bank, Credit Cards issued by Bank to qualified consumers purchasing Dealer's Goods and Services and Card Sales funded, all pursuant to the

terms of this Agreement.

“Sales Data” means Card Sales and Credits in electronic form.

“Sales Slip” means evidence of a Card Sale in paper or electronic form.

“Settlement” means the reimbursement to Dealer for Net Card Sales.

“Settlement Account” means the deposit account(s) at the financial institution(s) designated by Dealer as the account(s) to be debited and/or credited, as applicable, for the Settlement of Credit Card transactions and the payment of any fees and charges or other amounts due hereunder.

Section 1.2 Construction. In this Agreement, the following rules of construction shall apply:

(a) each provision is to be construed as if the parties drafted it jointly;

(b) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;

(c) “dollars” and “\$” mean United States dollars;

(d) headings are for convenience only and do not affect interpretation;

(e) unless otherwise explicitly set forth herein, any consent or approval that may be given by a party hereunder may be given or withheld in such party's sole and absolute discretion;

(f) references to a statute include regulations promulgated thereunder and any corresponding provisions of successor statutes or regulations;

(g) references to the preamble or the recitals, Sections or Exhibits refer to the preamble, recitals, Sections or Exhibits to this Agreement;

(h) references to any agreement (including this Agreement) refer to the agreement as amended, modified, supplemented, restated or replaced; use of the plural form of a noun includes the singular form of the noun (and vice versa) unless the context otherwise requires;

(i) references to “herein,” “hereunder,” “hereof” or like words refer to this Agreement and exhibits to this Agreement as a whole and not to any particular section, subsection, clause or exhibit contained in this Agreement; and

(j) references to “include,” “includes” or “including” shall be deemed to be followed by the words “without limitation”.

ARTICLE II - ISSUANCE OF ACCOUNTS AND ACCEPTANCE OF CREDIT CARDS

Section 2.1 Forms and Cards. Bank will provide to Dealer standard Cardholder Agreements, Sales Slips, Credit Slips, and other forms from time to time for use by Dealer in the Program, which documents may be changed from time to time by Bank. Dealer shall be charged a fee for Bank's nonstandard forms and forms in excess of normal usage. The design and content of Credit Cards and billing statements and the terms of Accounts and Cardholder Agreements shall be determined by Bank and are subject to change by Bank from time to time.

Section 2.2 Conditions of Opening Accounts. Subject to the terms and conditions of this Agreement, Bank shall receive Cardholder applications and approve or decline Accounts in Bank's sole discretion in accordance with Bank's Account issuance criteria. Each Account shall be deemed to be the property of Bank and Bank shall establish the terms and conditions under which Accounts will be established and maintained.

(a) Written Applications. Applications that are received by Bank through the mail and not made contemporaneously with a sale shall be reviewed in accordance with Bank's customary practice for written applications. Dealer shall follow the procedures set forth in the Operating Regulations with respect to written or paper applications.

(b) Applications with Accompanying Sale. Applications transmitted to Bank electronically or via Bank's new accounts telephone interactive voice response system by Dealer in conjunction with a sale shall be reviewed by Bank in accordance with Bank's Account issuance criteria. Dealer shall follow the procedures set forth in the Operating Regulations for processing Credit Card applications. Notwithstanding or limiting any of the procedures set forth in the Operating Regulations for processing Credit Card applications, Dealer shall also be responsible for the following: (i) providing all information found on each application or which has been requested by Bank; (ii) obtaining positive valid photo identification (including recording such identification on the application) and verification of the individual(s) applying for the Account, including all information required in the Operating Regulations; (iii) obtaining the signature on the application of all persons whose name will appear on the Account or who will be responsible for the Account; (iv) upon either approval or decline, sending the application to Bank at the designated address within five (5) Business Days of the date of the application; and (v) entering the sale into Dealer's Electronic Terminal. Unless instructed otherwise by Bank, Dealer shall also enter into the Electronic Terminal the approval code provided by Bank. Failure to adhere to the above procedures shall result in a Chargeback in accordance with Section 2.12.

(c) Prohibited Applications. Dealer must not accept applications for Credit Cards that are not otherwise permitted herein or under the Operating Regulations. If an application for a Credit Card is submitted by means that are not permitted herein or under the Operating

Regulations, then Dealer shall adhere to the procedures set forth in the Operating Regulations with respect to such application.

(d) Ownership of Accounts. Bank shall own the Accounts, including the Cardholder Data associated with the Accounts, and shall bear the credit risk for such Accounts.

(e) Right of First Refusal. Dealer must use Bank's application form and shall not submit any application to Bank that has been previously declined by another creditor. Dealer shall actively promote the Program. Dealer agrees to give Bank right of first refusal in presenting consumer credit applications and/or Sales Slips with respect to any private label credit card program. During the term of this Agreement, Dealer shall not issue, arrange to issue, or accept any private label credit card other than the Credit Card.

Section 2.3 Honoring of Credit Cards.

(a) Conditions for Honoring Credit Cards. Subject to the terms and conditions of this Agreement, Dealer agrees to accept a Credit Card for payment of Goods and Services in those instances when a Cardholder wishes to charge the purchase of such Goods and Services to his/her Account, and Dealer shall not attempt to suppress or discriminate against use of a Credit Card by a Cardholder. Dealer shall accept Credit Cards at all of its locations for the purchase of Goods and Services, provided the Credit Card transactions resulting from such acceptance of the Credit Card must be submitted to Bank in United States dollars.

(b) Commencement of Credit Card Acceptance. Acceptance of Credit Cards by Dealer under the terms of this Agreement shall commence upon execution of this Agreement by Dealer and acceptance by Bank, or as soon thereafter as reasonably practicable and shall continue until the termination of this Agreement.

Section 2.4 Acceptance of Credit Cards. Dealer shall accept each Credit Card presented by a Cardholder as payment for Goods and Services, provided that, all of the following conditions are met with respect to each Card Sale, and provided further that, Dealer complies with all of the procedures set forth elsewhere in this Agreement and in the Operating Regulations relating to the acceptance of Credit Cards:

(a) the Credit Card is presented to Dealer on or before the expiration date, if any, shown on its face;

(b) the Credit Card is used as payment for Goods and Services purchased by a Cardholder (and not for any other fees or charges);

(c) Dealer shall not accept a Credit Card for the purpose of advancing money to a Cardholder or paying money to a Cardholder for any amount that is included in a Card Sale;

(d) Dealer maintains a fair and reasonable adjustment and return policy with respect to the Card Sale;

(e) Dealer has followed the procedures for the completion of Sales Slips as set forth in Section 2.6; and

(f) Dealer has obtained Authorization for the Card Sale if required by this Agreement.

Section 2.5 Operating Regulations and Procedures. The Operating Regulations may be changed by Bank in Bank's sole discretion from time to time upon thirty (30) days' prior written notice to Dealer; provided, however, that changes that do not require major system or operational modifications and changes required for security measures shall be made as soon as possible following Dealer's receipt of notice thereof but in all events shall become effective within five (5) days of Dealer's receipt of notice thereof. Any changes made to the Operating Regulations which are required by Law shall be made immediately. In the event of any conflict or inconsistency between the terms of this Agreement and those of the Operating Regulations, the terms of this Agreement shall govern.

Section 2.6 Completion of Sales Slips.

(a) **General Requirements.**

(i) For each Card Sale, Dealer shall prepare a Sales Slip using a form provided by Bank or such other form that is acceptable to Bank. Each Sales Slip must be legible and fully completed with the information specified in the Operating Regulations. Each Sales Slip shall be imprinted to obtain a clear imprint of the Credit Card, provided that in the case of Sales Slips which are electronically produced by Dealer, Dealer shall not be required to obtain an imprint of the Credit Card. Dealer shall include all Goods and Services purchased at one time in a single transaction on one Sales Slip or on continuous Sales Slips, except for customer deposits or partial payments.

(ii) Dealer shall not present Sales Slip to Bank for funding until all Goods and Services have been delivered or fully performed to Cardholder's reasonable satisfaction.

(iii) Dealer shall be responsible for validating the identification of the Cardholder.

(b) **Cardholder's Signature.** A Sales Slip must be signed by the Cardholder for each Card Sale at the time the Card Sale is made and in the presence of an authorized representative or employee of Dealer. The signature on the Sales Slip must be reasonably similar to the signature appearing on the signature panel of the Credit Card. After completion of the Card Sale, Dealer shall provide a legible and completed copy of the Sales Slip to the Cardholder. If Dealer fails to obtain the signature of the Cardholder on a Sales Slip or the name on the Sales Slip does not match the name of the Cardholder and the Cardholder has

not authorized the Card Sale or denies the validity of the Card Sale, the Card Sale shall be subject to Chargeback pursuant to Section 2.12.

Section 2.7 Authorization.

(a) **General Requirements.** Dealer shall obtain Authorization for each proposed Card Sale at or above the Floor Limit. For purposes of this Agreement, the purchase of one or more items or other Goods and Services made by a Cardholder at one Dealer location at one time shall be deemed to constitute a single Card Sale.

(b) **Obtaining Authorization.** Dealer shall obtain Authorization for Card Sales in accordance with the Operating Regulations.

(c) **Right of Chargeback.** If Authorization for any Card Sale is required but not obtained by Dealer, or requested by Dealer but declined by Bank, Bank may process an immediate Chargeback for such Card Sale pursuant to Section 2.12.

(d) **Credit Card Retrieval.** Dealer shall follow all reasonable instructions given by Bank's Authorization Center in connection with a Card Sale, such as obtaining identification or Credit Card retrieval. If the Authorization Center instructs Dealer to retrieve the Credit Card and the Cardholder refuses, Dealer shall make no further effort to retrieve the Credit Card. Dealer agrees to notify its sales personnel of the provisions of this Section 2.7.

(e) **Cancellation of Authorization.** At its expense, Bank shall make available during Bank's normal Authorization hours, a toll-free number which Dealer shall call in the event a previously authorized Card Sale is canceled by the Cardholder.

Section 2.8 Settlement of Credit Card Transactions.

(a) **Remittance of Sales Data by Dealer.** For each day in which Card Sales or Credits are posted to an Account, Dealer shall remit Sales Data to Bank. All such remittances shall be in Bank's form and format. Remittances of Sales Data must contain all of the information specified in this Agreement and the Operating Regulations. In the event all or a portion of the required data is not received by Bank or such data is unreadable, Bank shall not be required to process the Sales Data containing the missing or unreadable data, but shall promptly inform Dealer or its designated agent of the missing or unreadable data. Dealer shall be responsible for the loss, damage or destruction of Sales Data until the Sales Data is received by Bank or by Bank's designated processor.

(b) **Obligation to Reimburse Dealer for Sales Data.** Subject to Dealer's obligation to pay fees and Bank's rights of Chargeback and setoff, Bank shall reimburse Dealer for all Card Sales properly remitted by Dealer and received by Bank. Bank shall pay Dealer an amount equal to the total amount of Card Sales submitted to, and received by,

Bank less the amount of Credits, if any, submitted that Business Day by Dealer, plus or minus the applicable amount, if any, for other adjustments to the amounts so submitted. Bank shall not be required to reimburse Dealer for any Card Sale not submitted within sixty (60) days of the date of the Card Sale.

(c) Method and Timing of Settlement.

For each electronic or tape remittance of Sales Data received in Bank's form and format by 5:00 P.M. Central Time on a Business Day at the location specified by Bank, Bank shall use commercially reasonable efforts to initiate the appropriate credit or debit to the Settlement Account, as applicable, through the Automated Clearinghouse Network (the "ACH Network") by the second (2nd) Business Day after receipt. With respect to each such remittance of Sales Data received by Bank after 5:00 P.M. Central Time on a Business Day, Bank shall use commercially reasonable efforts to initiate the appropriate credit or debit to the Settlement Account, as applicable, through the ACH Network by the third (3rd) Business Day after receipt. Unless otherwise agreed to in writing by Bank, Sales Data may not be remitted in paper form. Dealer hereby authorizes Bank and its designated agents and representatives to credit or debit the Settlement Account, as applicable, in accordance with this Agreement, and the rules and procedures of the applicable clearinghouse association and settlement institution. This authority shall remain in effect until five (5) Business Days after Bank receives written notice from Dealer of its cancellation of such authorization; provided, however, that Dealer has provided Bank with a substitute Settlement Account; provided, further, that in the event of termination of this Agreement, Dealer agrees to maintain the Settlement Account with sufficient funds until such time as Dealer and Bank agree that all Chargebacks and other adjustments are processed and to permit Bank to credit and debit such Settlement Account until such time as all charges, Chargebacks, fees and other adjustments are settled as provided in this Agreement. Bank shall not be liable to Dealer for any delays in receipt of funds or errors in credit entries caused by Dealer or by third parties including a clearinghouse, Dealer's financial institution, or any agent of Dealer.

(d) Delayed Settlement. If Bank believes in good faith that (i) one or more Card Sales submitted by Dealer may constitute fraudulent or otherwise unauthorized transactions on the part of Dealer, (ii) Dealer may have otherwise committed a breach of or has threatened to breach this Agreement (including the Operating Regulations) or (iii) Dealer is or may become unable to perform all of its obligations under this Agreement (including the Operating Regulations), then Bank shall be entitled to retain all or any part of any settlement payments due Dealer as Bank believes is appropriate in its sole discretion until a reasonable time after the matter is resolved to Bank's satisfaction.

(e) Reserve. If Section 2.9(d)(i) or Section 2.9(d)(ii) applies and if Bank believes the amount (if any) then retained by Bank pursuant to Section 2.9(d) may not be sufficient to satisfy Dealer's liability to Bank therefor, then Bank shall be entitled to establish and fund a reserve by deducting funds from the Settlement Account equal to Bank's

estimate of the dollar amount of such insufficiency. Bank shall be entitled to retain the appropriate amount of funds so reserved until a reasonable period of time after the matter is resolved to Bank's satisfaction.

(f) Settlement Account Fees. Dealer shall be solely responsible for all fees and costs associated with maintaining the Settlement Account.

Section 2.9 Cardholder Credits and Payments.

(a) Cardholder Credits. Unless specifically required by Law, Dealer shall not give cash refunds to any Cardholder in connection with a Card Sale. For each Credit issued by Dealer, Dealer shall prepare and deliver to the Cardholder a Credit Slip evidencing the refund or adjustment which Dealer shall complete in accordance with the Operating Regulations. The amount of the Credit Slip cannot exceed the amount of the original transaction as reflected on the applicable Sales Slip. Dealer shall issue Credit Slips only in connection with previous bona fide Card Sales and only as permitted hereunder.

(b) Cardholder Payments. Dealer agrees that Bank has the sole right to receive payments on any Sales Slip or Card Sale funded by Bank. Unless otherwise expressly agreed by Bank and Dealer, Dealer shall not accept payments from any Cardholder on any Account. In the event Dealer receives payment on an Account, Dealer agrees to hold in trust for Bank such payment received by Dealer and to deliver such payment to Bank together with the Cardholder's name, Account number, and any correspondence accompanying the payment within five (5) days of receipt by Dealer. Dealer agrees that Dealer shall be deemed to have endorsed any Sales Slip, Credit Slip, or Cardholder payments by check, money order, or other instrument made payable to Dealer that a Cardholder presents to Bank in Bank's favor, and Dealer hereby authorizes Bank to supply such necessary endorsements on behalf of Dealer.

Section 2.10 Cardholder Disputes and Billing Error Notices. Bank shall notify Dealer on a current basis when a Cardholder has (a) asserted a dispute as to Goods and Services purchased on an Account or (b) filed a billing error notice relating to a Card Sale made by Dealer. Dealer agrees to investigate and make a good faith effort to resolve each dispute or billing inquiry referred to it by Bank or received directly from a Cardholder. Within fifteen (15) Business Days from the date Bank sends notice of a dispute or billing inquiry to Dealer, Dealer shall notify Bank in writing of the status thereof or the action Dealer shall take to resolve the dispute or billing inquiry. Dealer shall provide Bank with all such information as Bank may reasonably request in connection therewith.

Section 2.11 Chargeback Rights and Procedures.

(a) Chargeback Rights. Bank may process a Chargeback to Dealer for the unpaid amount of the Card Sale, the Account balance, or the disputed portion thereof, if:

(i) Dealer has not complied with the terms of this Agreement (including the Operating Regulations), including if (A) Dealer has failed to obtain a valid authorization pursuant to Section 2.7 (B) Dealer has failed to resolve any dispute or billing inquiry at the end of the fifteen (15) Business Day dispute/billing inquiry resolution period specified in Section 2.11 (or Bank has not been informed of the resolution or the action Dealer shall take to resolve the dispute or billing inquiry); or (C) Dealer fails to deliver to Bank the Sales Slip, Credit Slip, application, or other records of a Credit Card transaction within the times required in this Agreement;

(ii) Dealer has breached any of its representations contained in this Agreement with respect to a Card Sale made by Dealer; or

(iii) this Agreement (including the Operating Regulations) otherwise permits a Chargeback;

(b) Method of Recourse. Bank is not required to pay for a Card Sale that is being charged back. If Bank has already paid Dealer for such Card Sale, Bank, at its sole discretion, may deduct the amount to be charged back from the Settlement Account or offset such amount from a future payment to Dealer under this Agreement or otherwise. Any Chargebacks which are not paid by the aforesaid means shall be due and payable by Dealer immediately on demand. Dealer's failure to timely pay the amount of any Chargeback may result in the immediate termination of Credit Card acceptance and/or appropriate legal action by Bank against Dealer. In any such action, Bank shall be entitled to recover its costs of collection and reasonable attorney fees, unless prohibited by Law.

(c) Compliance with Laws. Notwithstanding anything to the contrary contained herein, in the event a Cardholder, in accordance with the provisions of applicable Law, files with Bank a billing error inquiry or alleges a dispute with respect to goods or services purchased from Dealer, Bank has the right of Chargeback against Dealer with respect to the Card Sale which is the subject of such inquiry or dispute.

Section 2.12 Representations and Warranties. Dealer represents and warrants to Bank with respect to itself, each Account, each application, all Sales Data remitted to Bank and each Card Sale, as applicable, as follows:

(a) the information set forth on each application is true, accurate and complete as provided by the applicant and each application has been completed in compliance with this Agreement and the Operating Regulations;

(b) the Sales Data (i) represents a bona fide sale made by Dealer of Goods and Services not previously submitted, (ii) is originated by Dealer in accordance with this Agreement and the Operating Regulations and (iii) is not submitted on behalf of a third party;

(c) the Credit Card transaction represents the obligation of the Cardholder for the amount in the transaction and is only for Goods and Services actually sold and delivered or actually rendered (including taxes) and does not involve any element of credit for any other purpose; each signature on an application, Sales Slip or other Account document is genuine and not forged and is made by the person whose signature it purports to be and each application, Sales Slip and the Sales Data is free from any alteration not authorized by the Cardholder;

(d) the transaction is in compliance with all applicable Laws;

(e) Dealer has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the Sales Data is in any manner impaired;

(f) with respect to any transaction in which a Credit Card is not physically presented to Dealer, the Credit Card and Account information contained in the Sales Data is accurate and correct and Dealer has taken reasonable measures to verify that the Card Sale is authorized by a Cardholder, including by verifying the primary, valid picture identification of the Cardholder;

(g) Dealer has full corporate or other power and authority to enter into this Agreement; that all corporate or other action required under any organizational documents to make this Agreement binding and valid upon Dealer according to its terms has been taken; and that this Agreement is and will be binding, valid and enforceable upon Dealer according to its terms;

(h) neither (i) the execution, delivery and performance of this Agreement, nor (ii) the consummation of the transactions contemplated hereby will constitute a violation of Law or a violation or default by Dealer under its articles of incorporation, bylaws or any organizational documents, or any material agreement or contract and no authorization of any Governmental Authority is required in connection with the performance by Dealer of its obligations hereunder; and

(i) Dealer has and will retain all required licenses to conduct its business and to perform its obligations under this Agreement.

Section 2.13 Transactions Without Physical Presentation of Credit Card. If, in connection with a transaction in which a Credit Card is not physically presented to Dealer, Dealer fails to take reasonable measures to verify that the Card Sale is authorized by a Cardholder, including by failing to verify the primary, valid picture identification of the Cardholder, and the Cardholder has not authorized the Card Sale or denies the validity of the Card Sale, the Card Sale shall be subject to Chargeback pursuant to Section 2.12.

Section 2.14 Reports. Bank shall supply Dealer with a daily report containing at least the following information: Card Sales, Credits, Merchant Discount Fees (as

defined in Section 3.1(a)) and any other fees. Dealer may elect to receive reports available from Bank containing additional information at Bank's then current charge for such reports.

ARTICLE III - FEES

Section 3.1 Fees.

(a) For each Card Sale made by Dealer, Bank shall charge, and Dealer shall pay, a fee in the amount set forth on Exhibit A hereto, calculated as specified below (each, a "**Merchant Discount Fee**"). Bank may increase or decrease any fees charged to Dealer and may impose new or additional fees upon thirty (30) days' prior notice to Dealer.

(b) For each day on which Dealer submits Sales Data, Bank shall determine the amount of Net Card Sales made by Dealer as reflected in the Sales Data and shall calculate the Merchant Discount Fee payable by Dealer on that amount. Bank shall also calculate and charge any other fees payable by Dealer as set forth on Exhibit A.

(c) Bank may offset the amount of the Merchant Discount Fees or any other fees or amounts payable by Dealer pursuant to this Agreement from the Settlement amount due to Dealer or otherwise, as applicable, or Bank may debit the Settlement Account for such fees or amounts. If Bank elects the former and the Settlement amount due to Dealer is insufficient to cover such fees or amounts, Bank, at its option, may offset such fees or amounts, or any portion thereof, from subsequent amounts due to Dealer or debit the Settlement Account. Any amounts owed which cannot be paid by the aforesaid means shall be due and payable by Dealer immediately upon demand.

(d) For the avoidance of doubt, any Merchant Discount Fees payable by Dealer shall be solely the responsibility of Dealer and Bank shall not pass through to Cardholders the amount of any such Merchant Discount Fees payable to Bank by adding additional fees to any Card Sale, increasing the price charged for Goods and Services on such Card Sale to account for such Merchant Discount Fees or otherwise.

ARTICLE IV - MISCELLANEOUS

Section 4.1 Indemnification.

(a) Indemnification by Dealer. Dealer shall be liable to and shall indemnify and hold harmless Bank and its officers, employees, directors, agents, affiliates and subsidiaries from any losses, damages, claims or complaints (including reasonable attorney's fees and disbursements) incurred by Bank, its officers, employees, directors, agents, affiliates or subsidiaries arising out of: (i) any claim, complaint or setoff made by a Cardholder with respect to Card Sales or Credits submitted by Dealer pursuant to this Agreement; (ii) any wrongful act or omission of Dealer in connection with the furnishing of any Goods and Services purchased by Cardholders pursuant to this Agreement; (iii)

the death or injury to any person or the loss, destruction or damage to any property arising out of the furnishing by Dealer of any Goods and Services purchased with the Credit Card; (iv) any claim, complaint or setoff arising from any insurance, warranty, extended service plan or other similar product sold by Dealer on the Credit Card; (v) any claim or complaint of a third party in connection with (A) the use of Dealer's name, trademarks or logo or (B) errors or misrepresentations concerning the Program in Dealer advertisements or promotions relating to the Program; (vi) Dealer's failure to comply with this Agreement or any of the Operating Regulations; or (vii) any claim or complaint by a consumer or Governmental Authority that Dealer has violated the Equal Credit Opportunity Act, Truth in Lending Act or any other applicable Laws. Bank may deduct any amounts incurred by Bank under this Section 4.1(a) from amounts owed to Dealer under this Agreement.

(b) Indemnification by Bank. Bank shall be liable to and shall indemnify and hold harmless Dealer and its officers, employees and directors from any losses, damages, claims or complaints (including reasonable attorney's fees and disbursements) incurred by Dealer or its officers, employees, or directors arising out of any claim or complaint by a Cardholder with respect to any wrongful act or omission of Bank in connection with such Cardholder's Account. Notwithstanding the foregoing, the indemnification by Bank shall not apply to any claim or complaint to the extent such claim or complaint relates to Dealer's failure to resolve a billing inquiry or dispute with a Cardholder.

(c) Notice of Claim. In the event that Bank or Dealer shall receive any claim or demand or be subject to any suit or proceeding of which a claim may be made against the other under this Section 4.1, the indemnified party shall give prompt written notice thereof to the indemnifying party and the indemnifying party shall be entitled to participate in the settlement or defense thereof and, if the indemnifying party elects, to take over and control the settlement or defense thereof with counsel satisfactory to the indemnified party. In any case, the indemnifying party and the indemnified party shall cooperate (at no cost to the indemnified party) in the settlement or defense of any such claim, demand, suit or proceeding.

(d) Survival. The terms of this Section 4.1 shall survive the termination of this Agreement.

Section 4.2 Program Promotion.

(a) Program Promotion. Dealer shall not engage in any promotion of the Program that has not been approved in advance by Bank. All materials in any media form (including store signage, print advertising, direct mail, television and radio scripts, Internet, etc.) promoting the Program that have not been provided to Dealer by Bank must be submitted to Bank for Bank's review and approval prior to their use. No materials promoting the Program shall be used by Dealer following termination of this Agreement and any such materials shall be promptly returned to Bank or destroyed.

(b) Competing Programs. Dealer shall prominently display at each of its locations approved advertising and promotional materials relating to the Program, including take-one applications for the Credit Card. Dealer shall not display any advertising or promotional materials relating to any third party private label revolving consumer financing program that would otherwise compete with the Program for the financing of the purchase of Goods and Services.

(c) Limited License. Dealer hereby authorizes and grants Bank the right for purposes of this Agreement to use the name, logo, trademark, service mark or other proprietary designation of Dealer on the Cards and in administering the Program and, subject to Dealer's prior written approval, which shall not unreasonably be withheld, conditioned or delayed, in advertising, marketing and promoting Program. Bank shall not be required to submit to Dealer for its review and approval materials bearing Dealer's marks to the extent that the same materials have been previously approved by Dealer, unless specifically requested by Dealer. In addition, Dealer authorizes Bank and Bank's affiliates to identify Dealer as a client in advertising and promotional material, and to use pictures or representations of the Credit Card. Dealer represents and warrants to Bank that as of the Effective Date (as defined in Section 4.4(a)) and thereafter during the term of this Agreement, Bank's use of Dealer's marks in accordance with this Agreement shall not violate the intellectual property rights of any person or entity.

Section 4.3 Books and Records. Dealer shall retain an original copy of each Sales Slip and Credit Slip for one hundred and eighty (180) days following the date of the Card Sale and an electronic copy thereof for a total of seven (7) years. Dealer shall send to Bank the original or a legible copy of any Sales Slip, Credit Slip or any other record relating to this Agreement retained by Dealer within twenty (20) days of a request from Bank. The terms of this Section 4.3 shall survive termination of this Agreement.

Section 4.4 Term and Termination.

(a) Term. This Agreement shall be effective when signed by Dealer and when received and approved by Bank (the "**Effective Date**"), and, subject to Section 4.4(b), shall continue for a period of one (1) year from the Effective Date and shall be automatically renewed for successive one (1) year terms thereafter. The termination of this Agreement shall not affect the rights and obligations of the parties with respect to transactions and occurrences which take place prior to the effective date of termination, except as otherwise provided herein.

(b) Termination. This Agreement may be terminated: (i) by Bank at any time during the term of this Agreement, for any reason or no reason, upon thirty (30) days' prior notice to Dealer; (ii) by Dealer, at any time during the term of this Agreement, for any reason or no reason, upon thirty (30) days' prior notice to Bank; (iii) by either Bank or Dealer upon thirty (30) days' notice to the other party in the event the other party materially breaches its obligations hereunder, provided that such termination shall be deemed ineffective if the breaching party cures its breach within the

thirty (30) day period; (iv) by either Bank or Dealer immediately upon notice to the other party in the event the other party shall elect to wind up or dissolve its operation or is wound up and dissolved, becomes insolvent or repeatedly fails to pay its debts as they become due, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization or is adjudicated as bankrupt or insolvent, or has a liquidator or trustee appointed over its affairs and such appointment shall not have been terminated and discharged within thirty (30) days thereof; (v) by Bank, immediately upon notice to Dealer, in the event Dealer suffers (A) a material adverse change in, or a material adverse effect upon, the business, operations, properties, assets, liabilities, reputation or condition (financial or otherwise) of Dealer or its parent, if any, and its subsidiaries and affiliates, taken as a whole or (B) a material impairment of the ability of Dealer to perform its obligations under this Agreement; (vi) by Bank, immediately upon notice to Dealer, if Bank determines in its sole discretion that Card Sales submitted by Dealer are subject to excessive chargebacks due to fraudulent activity; (vii) by Bank, upon notice to Dealer, in the event Dealer ceases to be a participating Company dealer; (viii) by Bank, immediately if Dealer fails to establish or sufficiently fund the Termination Reserve as set forth in Section 4.4(e) or fails to settle or otherwise pay any amounts when due hereunder; (ix) by Bank pursuant to Section 4.16 or (x) if in Bank's judgment, any applicable Law requires that this Agreement or either party's rights or obligations hereunder be amended, modified, waived or suspended in any material respect, including the amount of finance charges or fees that may be charged or collected or the consumer rate that may be charged on purchases on the Credit Card.

(c) Termination of Credit Card Acceptance. Bank, upon notice to Dealer, may elect to terminate the acceptance of the Credit Card at a particular Dealer location if acceptance of the Credit Card at such location is subject to high fraudulent activity, Chargebacks in excess of 1.5% of the total number of Card Sales in any calendar quarter, or other course of business conduct that is injurious to the business relationship between Bank and Dealer or Bank and Cardholders. Termination of an individual Dealer location (if less than all such Dealer's locations) shall not affect this Agreement.

(d) Duties Upon Termination. Upon termination of this Agreement, Dealer will promptly submit to Bank all Card Sales, Sales Slips, Credit Slips and other transaction documents or data made through the date of termination.

(e) Termination Reserve. In the event that either party shall serve notice of termination of this Agreement for any reason, Bank may require that Dealer establish a reserve account to be held by Bank (the "**Termination Reserve**") in an amount equal to fifty percent (50%) of the Credits and Chargebacks occurring during the six (6) month period immediately preceding the date on which notice of termination is served. The Termination Reserve shall be funded from daily Settlement. If Settlement is insufficient to establish an adequate Termination Reserve, Dealer shall fund the Termination Reserve promptly upon demand by Bank. Bank shall be entitled to charge the

Settlement Account and/or offset all amounts owed by Dealer to Bank under this Agreement against the Termination Reserve, and to retain the Termination Reserve until such time as Dealer has satisfied all of its obligations under this Agreement.

Section 4.5 Status of the Parties. In performing their responsibilities under this Agreement, Bank and Dealer are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venturer or an association for profit between Bank and Dealer. Further, notwithstanding anything contained in the Agreement to the contrary, any third party designated by Dealer to obtain Authorization or perform data capture, remittance or Settlement functions hereunder shall be subject to the approval of Bank and shall be deemed to be the agent of Dealer for all such purposes and not the agent of Bank, and Dealer shall be fully liable for the fees, actions and/or inactions of any such third party with respect to the performance of such functions.

Section 4.6 Agreements Between Company and Dealer. Except as specifically provided in this Agreement, (i) Bank shall not be a party to any agreement between Company and Dealer, (ii) Bank shall not be responsible for the obligations of Company and Dealer owed by one to the other, including the payment of any fees agreed to by Company and Dealer, (iii) Bank shall not in any way be responsible for the acts, omissions or breaches of any arrangements or contracts between Company and Dealer.

Section 4.7 Dealer Business Practices. Dealer agrees to provide adequate services in connection with each Card Sale pursuant to standard customs and trade practices and any applicable manufacturer's warranties, and to provide such repairs, service and replacements and take such other corrective action as may be required by applicable Law or any warranty.

Section 4.9 Change in Ownership. Dealer agrees to send Bank at least thirty (30) days prior written notice of any change in Dealer's name or location, any material change in ownership of Dealer's business or any change in Sales Slip or Credit Slip information concerning Dealer.

Section 4.10 Force Majeure. Neither party to this Agreement shall be liable to the other by reason of any failure in performance of this Agreement in accordance with its terms (other than for the payment of money) if such failure arises out of causes beyond the control and without the fault or negligence of such party (other than changes in its financial condition). Such causes may include acts of God or of the public enemy, acts of civil or military authority, fires, strikes, unavailability of energy resources, delay in transportation, riots, terrorism or war. In the event of any force majeure event, the disabled party shall use its best efforts to meet its obligations as set forth in this Agreement. The disabled party shall promptly and in writing advise the other party if it is unable to perform due to a force majeure event, the expected duration of such inability to perform, and of any developments (or changes therein) that appear likely to affect the ability of

that party to perform any of its obligations hereunder in whole or in part.

Section 4.11 Confidentiality.

(a) Confidential Information. In connection with the Program or this Agreement, each party may have access to and receive certain confidential information about the other party, including such party's marketing philosophy and objectives, competitive advantages and disadvantages, applicant and Cardholder information (including names and addresses), financial results, technological development, sales volume(s), merchandise mix or other information of the business or affairs of the other party, its parent company, or its affiliates and subsidiaries, which that party reasonably considers confidential and/or proprietary (collectively, "**Confidential Information**"). Confidential Information shall not include information in the public domain or generally known in either party's industry, information already known by the party receiving the information prior to commencing the discussion that led to this Agreement, information developed independently by the receiving party without reference to the other party's Confidential Information, or information lawfully obtained from a third party without an obligation of confidentiality. Each party agrees that it will keep confidential and not disclose to others the Confidential Information of the other party unless expressly permitted by this Agreement or consented to in writing by such other party. Notwithstanding the foregoing, a party may disclose Confidential Information of the other party to its Parent and Consultants who have a legitimate need to know such Confidential Information. In addition, Bank may disclose Confidential Information of Dealer with Company, Company may disclose any information concerning Dealer (whether or not such information is owned by Dealer) to Bank, and each party and its Parent and Consultants may disclose Confidential Information of the other party as required by Law, including by any subpoena, court order or regulatory request. Each party agrees to use not less than commercially reasonable efforts to safeguard and protect the Confidential Information of the other party.

(b) Return or Destruction of Confidential Information. Upon the expiration or termination for any reason of this Agreement and the completion of a party's obligations under this Agreement, each party shall (except as required by Law or as otherwise provided in this Agreement), return or destroy, as the other may direct, all documentation in any medium that contains, refers to, or relates to the other party's Confidential Information.

(c) Parent and Consultants; Survival. Each party to this Agreement shall cause its Parent and Consultants to comply with this Section 4.11 to the same extent such party is obligated to do so, and such party shall be responsible for any refusal or failure of any of its Parent and Consultants to do so. The provisions of this Section 4.11 shall survive the termination of this Agreement.

Section 4.12 Program Information and Data Security.

(a) Applicant and Cardholder Data. Bank shall be the sole and exclusive owner of all Cardholder Data. Dealer shall not sell, provide or exchange Cardholder Data or Account information in the form of imprinted Sales Slips, carbon copies of imprinted Sales Slips, mailing lists, tapes or other media obtained by reason of a Card Sale to any third party other than to Dealer's agents for the purpose of assisting Dealer in its business with Bank or pursuant to a request from a Governmental Authority. Dealer shall (i) maintain standards relating to privacy and security of all personally identifiable Cardholder Data ("NPI") and Charge Transaction Data that are no less stringent than the Payment Card Industry Data Security Standards adopted by the Payment Card Industry Security Standards Council, as amended from time to time; (ii) maintain an information security program designed to implement appropriate administrative, technical and physical safeguards to (A) ensure the security, confidentiality and integrity of NPI and Charge Transaction Data; (B) protect against any anticipated threats or hazards to the security or integrity of NPI and Charge Transaction Data; (C) protect against unauthorized access to or use of NPI and Charge Transaction Data which could result in substantial harm or inconvenience to a cardholder or Bank; and (D) ensure the proper disposal of NPI and Charge Transaction Data; and (iii) continually review and update its standards and information security program in a commercially reasonable manner to address newly identified or emerging security risks.

(b) Data Security Breaches. Dealer shall promptly notify Bank in the event it becomes aware of any unauthorized use, modification, destruction or disclosure of, or access to, NPI or Charge Transaction Data (any of the foregoing, a "Data Security Breach"), and take such actions as are commercially reasonable or necessary, to assess the nature and scope of such Data Security Breach to prevent further Data Security Breaches. Bank shall have the sole right to determine whether to provide notice to affected Cardholders of any Data Security Breach, as well as the timing and form of such notice, and Dealer agrees to provide such cooperation as Bank may reasonably request in connection with such notice to Cardholders. The cost and expense of any such notice to Cardholders shall be borne by Dealer.

(c) Review of Security Standards. Bank and its regulator(s) shall have the right to review Dealer's and its service providers' security practices and procedures upon reasonable notice and to visit Dealer's and its service providers' facilities to evaluate Dealer's security processes and controls. Any deficiencies shall be promptly corrected by Dealer within timeframes that are satisfactory to Bank. Dealer shall provide information relating to its information security practices, or provide alternative information as may be reasonably suitable for assessing Dealer's security standards and information security program (such as policies and procedures, internal or external audit reports or self-assessments), within thirty (30) days after receipt of the request. Dealer shall cause its affiliates and third-party service providers to whom NPI has been disclosed to comply with the requirements of this Section 4.12(c).

(d) Additional Security Requirements. Exhibit D sets forth additional security requirements

applicable to Dealer to the extent Dealer, or any of its affiliates or Consultants, stores, or has in its possession or control, any Cardholder Data or Charge Transaction Data.

(e) Parent and Consultants; Survival. Each party to this Agreement shall cause its Parent and Consultants to comply with this Section 4.12 to the same extent such party is obligated to do so, and such party shall be responsible for any refusal or failure of any of its Parent and Consultants to do so. The provisions of this Section 4.12 shall survive the termination of this Agreement.

Section 4.13 Injunctive Relief. Each party acknowledges that in the event of a breach of Section 4.11 or Section 4.12 the non-breach party may suffer irreparable damage that cannot be fully remedied by monetary damages. Therefore, in addition to any remedy, which the non-breaching party may possess pursuant to applicable Law, the non-breaching party retains the right to seek and obtain injunctive relief against any such breach in any court of competent jurisdiction.

Section 4.14 Financial Information. At Bank's request, on the Effective Date and at least annually thereafter, or on such frequency as Bank may reasonably request, Dealer shall provide to Bank audited financial statements prepared for Dealer by an independent public accounting firm.

Section 4.15 Sales Tax and Similar Taxes.

(a) Dealer agrees that Bank may, at its own expense, file refunds or claim deductions during the term of this Agreement with respect to sales tax or other similar tax paid on sales of tangible property related to any Accounts in states (and local jurisdictions) designated by Bank.

(b) Dealer and Bank agree that Bank is the party entitled to claim any refunds or deductions on any and all Accounts assigned to or originated by Bank. Dealer agrees that it has not and will not claim a deduction or refund with respect to any Accounts and hereby relinquishes to Bank all rights to the Accounts and all rights to claim such deductions or refunds. Dealer and Bank hereby make an irrevocable election that designates and entitles Bank (and not Dealer) to claim the deduction or refund with respect to any Accounts found worthless and charged off for income tax purposes.

(c) Dealer and Bank acknowledge that a state revenue department may disclose relevant confidential information to all parties involved in order to support and confirm the refunds or deductions. Dealer and Bank agree to furnish any and all documentation required or requested by a state revenue department that is necessary to support the refunds or deductions. Dealer shall provide Bank within sixty (60) days of Bank's written request all information reasonably requested by Bank to support or verify the refunds or deductions, including information contained in Dealer's sales or state or federal income tax returns or from Dealer's computer systems. If a state requires an election form to be filed as a condition to receiving a refund or deduction, Dealer agrees to provide and execute an election form as is required by Bank or the state revenue department. Bank is entitled to

retain 100% of all refunds or deductions received. This provision cannot be amended or revoked unless an amendment to this Agreement, signed by both Dealer and Bank, is filed with the state revenue department. Bank and Dealer agree that Bank shall file this Agreement as an election with the state revenue department pursuant to state Law. The provisions of this Section 4.15 shall survive the termination of this Agreement.

Section 4.16 Assignability; Successors and Assigns. This Agreement and any of the rights, interests and obligations of Bank hereunder may be assigned to a parent, subsidiary or affiliate of Bank. Bank may assign all of its rights and obligations under this Agreement to any third party (or group thereof) having adequate resources and the ability to perform the assigned obligations in connection with any transaction that results in such third party (or group thereof) acquiring a majority of the total aggregate receivables of the private label credit card business of Bank, regardless of whether such transaction is structured as a sale of all or substantially all of the assets of Bank, a sale of equity, an initial public offering, a spin-off, a split-off, a merger, a sale, a joint venture or any other extraordinary transaction. This Agreement may not otherwise be assigned without the prior written consent of the non-assigning party, which consent shall not unreasonably be withheld, conditioned or delayed. The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of each of them. Dealer shall notify Bank within twenty (20) days after it or its direct or indirect parent corporation, if any, agrees to merge or be consolidated into or transfer all or substantially all of either of their respective assets to another entity. In such event, Bank may, within thirty (30) days of its receipt of Dealer's notice, terminate this Agreement upon thirty (30) days' notice to Dealer.

Section 4.17 Amendment. Bank may amend this Agreement upon thirty (30) days' prior written notice to Dealer. Except as otherwise provided herein, neither this Agreement nor any of its provisions may be amended, modified or waived except in writing executed by a duly authorized officer of each party.

Section 4.18 Entire Agreement. This Agreement, including Exhibit A hereto, the Operating Regulations and any other exhibits or documents incorporated by reference, constitutes the entire agreement between the parties with respect to their subject matter, and supersedes all prior agreements, negotiations and communications on such subject matter.

Section 4.19 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of South Dakota, without regard to that State's conflict of laws principles.

Section 4.20 Changes in Applicable Law. It is expressly understood that changes in the performance of either party's obligations under this Agreement necessitated by a change of any applicable Law, shall not constitute a breach of this Agreement.

Section 4.21 Non-Waiver. The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.

Section 4.22 Severability. If any provision, or portion thereof, of this Agreement is held invalid, illegal, void or unenforceable by reason of any applicable Law or public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect.

Section 4.23 Notices. Whenever notice or demand under this Agreement is given to or made upon either party by the other party, such notice or demand shall be given in writing, either (i) by depositing it in the United States mail addressed to such party as its address as set forth below, with postage thereon prepaid, and any notice or demand so mailed shall be deemed to have been given at the time when it was mailed, or (ii) by courier, nationally recognized overnight delivery service, or similar method, and such notice or demand shall be deemed to have been given when the writing, or other form of notice or demand is delivered to the at the address set forth below. Notwithstanding the foregoing, notice of intent to terminate this Agreement and notice of default shall only be sent by certified or registered mail, return receipt requested.

If to Bank: Citibank, N. A.
c/o Citigroup Credit Services, Inc. (USA)
50 Northwest Point Road
Elk Grove, IL 60007
Attention: Toro/Exmark Program
Manager

and

Citibank, N. A.
701 East 60th Street North
Sioux Falls, South Dakota 57117
Attention: General Counsel

If to Dealer: At the address set forth on the
Toro/Exmark Card Dealer Application.

Either party may change the address to which notice shall be sent by giving written notice of such change to the other party in the manner provided herein.

Section 4.24 Captions. The captions used in this Agreement have been inserted for convenience and for reference only and shall not be deemed to limit or define the text of this Agreement.

Section 4.25 Limitation of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLES,

OR FOR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES (EXCEPT TO THE EXTENT NECESSARY TO REIMBURSE THE INDEMNIFIED PARTY FOR (A) JUDGMENTS ACTUALLY AWARDED AGAINST SUCH INDEMNIFIED PARTY TO THIRD PARTIES PURSUANT TO A FINAL ORDER OF A GOVERNMENTAL AUTHORITY OF COMPETENT JURISDICTION IN RESPECT OF SUCH TYPES OF DAMAGES OR (B) ANY OUT-OF-POCKET AMOUNTS ACTUALLY PAID TO A THIRD PARTY IN CONNECTION WITH THE SETTLEMENT OF ANY CLAIM, PROVIDED THAT THE INDEMNIFIED PARTY HAS COMPLIED IN FULL WITH THE TERMS OF SECTION 4.1(c)).

Section 4.26 Waiver of Jury Trial. IN ANY SUIT OR ACTION ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EACH OF THE PARTIES HERETO KNOWINGLY AND WILLINGLY WAIVES AND SURRENDERS SUCH PARTY'S RIGHT TO TRIAL BY JURY AND AGREES THAT SUCH ACTION SHALL BE TRIED TO A JUDGE SITTING ALONE AS THE TRIER OF BOTH FACT AND LAW, IN A BENCH TRIAL, WITHOUT A JURY.

Section 4.27 No Third-party Rights. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any person or entity not party to this Agreement other than as set forth in Section 4.1.

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EXHIBIT A

Merchant Discount Fees. The Merchant Discount Fee for Card Sales shall be as set forth below:

Effective November 1, 2016 – January 31, 2017 Credit Plan	Merchant Discount Fee
Revolve	0%
6 Months (deferred interest; minimum payments required)	2.0%
12 Months (deferred interest; minimum payments required)	2.0%
18 Months (deferred interest; minimum payments required)	2.0%

Merchant Discount Fees. The Merchant Discount Fee for Card Sales shall be as set forth below:

Effective February 1, 2017 Credit Plan	Merchant Discount Fee
Revolve	0%
6 Months (deferred interest; minimum payments required)	.5%
12 Months (deferred interest; minimum payments required)	1.5%
18 Months (deferred interest; minimum payments required)	2.0%

EXHIBIT B

Prohibited Goods and Services

The types of goods and services described in this exhibit (i) are not included in the definition of “Goods and Services,” (ii) are not eligible to be purchased on Credit Cards, and (iii) must not be advertised or promoted by Dealer through the use of any Cardholder Data.

- Military equipment (does not include firearms, munitions, weaponry or other related equipment used for recreational or self-defense purposes by the general public)
- Pornography
- Massage parlors and saunas
- Check cashing
- Internet gambling
- Contributions to or advocacy for or on behalf of political candidates or organizations (e.g. PACs)
- Firearms

TORO DEALER PAPER APPLICATION CHECKLIST



Dealer Application and Program Enrollment Instructions

Complete and sign the enclosed Dealer Application. All fields must be completed in order for the application to be processed.

- Section 1
- Select the Card Program(s) you wish to offer in your dealership. Please note that if you enroll in more than one Card Program you will receive a Merchant number for each program. The Merchant number drives multiple aspects of the program including, but not limited to, the brand, transaction processing and settlement.
 - Provide your Toro Dealer and/or Exmark Dealer # (required).
 - Select whether this application is for a new dealer enrollment, a buyout, or if this dealership is already enrolled in another Citi program. **If you are already enrolled in another Citi program, only Sections 1, 2, 4, and 7 need to be completed.**
 - Provide corporate name and trade name(s)/doing business as (DBA) name(s). If business is a sole proprietorship, provide owner as the "corporate name."
 - Provide an estimate of how much in annual sales volume you think you will do on the Toro Credit Card Program.
 - Provide the name of the person who will be the main contact for the Toro Credit Card Program, along with their title, phone number, and email address. The email address will be used to communicate program information. Also include an alternate contact and their title.
- Section 2
- Provide additional Citi Programs that you are currently enrolled with by listing the Program (Brand) Name and the respective 16-digit Citi Merchant ID.
- Section 3
- Provide additional dealer locations (if any). Use additional copies if you are adding more than (2) two dealers, in addition to the main location listed above.
- Section 4
- Provide bank name and address, routing # and account #. This allows set up of automated banking deposits. Please provide two (2) supplier references.
- Section 5
- Provide a voided company check listing company name and physical address. This is for the account you want us to fund. No starter checks, please. If checks are unavailable, please obtain and upload a letter from the bank (on bank letterhead) verifying the corporate name, physical address, account number and routing number. Letter must be dated within 30 days of application date. **Please note: If you are already enrolled in a Citi Program, only include a voided check if the bank account in Section 4 is different than the bank account you already have on file with Citi.**
- Section 6
- Provide Social Security Number and other requested information for each officer, general partner, member, majority owner or other principal. These are required fields.
- Section 7
- Each officer, general partner member, majority owner or other principal listed in Section 6 must sign and date the Dealer Application.**

Email/Fax Submission Instructions

- Retain the Citibank Dealer Agreement and Operating Regulations for your records.
Do not send them to us.
- Complete/Prepare the following forms and/or paperwork:
 - A voided check or bank reference letter
 - Toro Dealer Application (ensure application is signed and dated)
- Fax all forms and/or paperwork to **1-866-352-5204** or email to **ccsdealerapplications@citi.com**.

Questions

If you have any questions regarding the program, please contact Citi Merchant Services at **1-866-786-2026**.



TORO DEALER ELECTRONIC APPLICATION CHECKLIST



Dealer Application and Program Enrollment Instructions

Complete and sign the electronic Dealer Application. All fields must be completed in order for the application to be processed.

- Section 1
- Select the Card Program(s) you wish to apply for. Please note that if you enroll in more than one Card Program you will receive a Merchant number for each program. The Merchant number drives multiple aspects of the program including, but not limited to, the brand, transaction processing and settlement.
 - Provide your Toro Dealer and/or Exmark Dealer # (required).
 - Select whether this application is for a new dealer enrollment, a buyout, or if this dealership is already enrolled in another Citi program. **If you are already enrolled in another Citi program, only Sections 1, 2, 4, and 7 need to be completed.**
 - Provide corporate name and trade name(s)/doing business as (DBA) name(s). If business is a sole proprietorship, provide owner as the "corporate name."
 - Provide an estimate of how much in annual sales volume you think you will do on the Toro Credit Card Program.
 - Provide the name of the person who will be the main contact for the Toro Credit Card Program, along with their title, phone number, and email address. The email address will be used to communicate program information. Also include an alternate contact and their title.
- Section 2
- Provide additional Citi Programs that you are currently enrolled with by listing the Program (Brand) Name and the respective 16-digit Citi Merchant ID.
- Section 3
- Provide additional dealer locations (if any). Use additional copies if you are adding more than (2) two dealers, in addition to the main location listed above.
- Section 4
- Provide bank name and address, routing # and account #. This allows set up of automated banking deposits. Please provide two (2) supplier references.
- Section 5
- Upload a voided company check listing company name and physical address. This is for the account you want us to fund. No starter checks, please. If checks are unavailable, please obtain and upload a letter from the bank (on bank letterhead) verifying the corporate name, physical address, account number and routing number. Letter must be dated within 30 days of application date. **Please note: If you are already enrolled in a Citi Program, only include a voided check if the bank account in Section 4 is different than the bank account you already have on file with Citi.**
- Section 6
- Provide Social Security Number and other requested information for each officer, general partner, member, majority owner or other principal. These are required fields.
- Section 7
- Each officer, general partner member, majority owner or other principal listed in Section 6 must sign and date the Dealer Application.**





TORO VISA® PREPAID CARD REBATE

GET A \$100 VISA PREPAID CARD*

with an installation of Toro/Irritrol or Unique Lighting system component purchase of \$1,500 or more financed on the Toro Credit Card.

PLUS

NO INTEREST IF PAID IN FULL WITHIN 12 MONTHS†

Interest will be charged to your account from the purchase date if the purchase balance is not paid in full within 12 months.



OFFER VALID 11/1/18 – 1/31/19

Credit Offer	Financed Amount	Visa Prepaid Card Amount
12 Months Special Financing†	\$1,500 or more	\$100*

Toro-Exmark Credit Card Program

†Subject to credit approval. Terms and conditions apply. See dealer for details.

*Receive a Visa prepaid card on qualifying installation of Toro/Irritrol or Unique Lighting system components purchase of \$1,500 or more and financed on the 12 month special financing plan to receive a \$100 Visa prepaid card. Purchase must be made between 11/1/18 to 1/31/19. One Visa prepaid card per account. Not valid on prior purchases. Subject to credit approval. Visa prepaid card is given to you as a rebate and no money has been paid by you for the card. Card is issued by MetaBank®, Member FDIC, pursuant to a license from Visa U.S.A. Inc. No cash access or recurring payments. Can be used everywhere Visa debit cards are accepted. Cards expire after 6 months; unused funds will forfeit after the valid through date. Card terms and conditions apply, see MyPrepaidCenter.com/site/visa-promo.

Additional terms and conditions: Visa prepaid card can be used everywhere Visa debit cards are accepted. Complete purchase must be made on the Toro Credit Card. Visa prepaid card will be sent to customer's address within 8- 10 weeks after valid purchase. If Visa prepaid card is not received after 10 weeks, call 1-844-686-9373 to inquire about status. Available only at participating locations. MetaBank or Visa does not sponsor or endorse Toro Credit Card.

T100RBT1118

TORO CREDIT CARD \$100 REBATE INSTRUCTIONS

November 1, 2018 - January 31, 2019

REBATE RESTRICTIONS

- **Qualifying purchases**

The rebate offer is available with the promotion below (select promotion from the Promo Dropdown box):

- Rebate - DEF INT FOR 12mos - PMT REQ.

No other credit promotions can be combined with the rebate offer



CONTRACTOR INSTRUCTIONS

Customers who make a qualifying purchase and with an installation of Toro/Irritrol or Unique Lighting system components of \$1,500 or more financed on the 12 month special financing* plan will receive a \$100 Visa® prepaid card within 8 -10 weeks after their purchase date. Neither customer nor contractor need to submit a rebate form.

CUSTOMER INSTRUCTIONS

- **Qualification**

- With an installation of Toro/Irritrol or Unique Lighting system components purchase of \$1,500 or more at participating contractor locations during the promotional period between 11/1/18 - 1/31/19
- Use the Toro Credit Card to make a qualifying purchase with special financing
- Prior purchases do not qualify

- **Rebate**

All rebate reimbursements are provided as a Toro Visa prepaid card

*All offers subject to credit approval. See promotional plan for details. Terms and conditions apply.
 Visa prepaid card issued by MetaBank®, Member FDIC.
 Citi and Citi with Arc Design are registered service marks of Citigroup Inc.



Unique Lighting Retail Finance Menu November 1 - January 31, 2019

Unique Lighting Projects ONLY	Equal Pay/No Interest	Plan Code	Min Ticket	Payment Factor	Customer Fee	Customer Rebate	Contractor Cost
	0% for 24 Months*	2492	\$1,500	4.17%	\$49	None	0.00%
	With Pay/Def. Interest ¹	Plan Code	Min Ticket	Payment Factor	Customer Fee	Customer Rebate ²	Contractor Cost
	WPDI for 12 Months*	1201	\$1,500	1.00%	No Fee	\$100	0.00%

Other Projects	Equal Pay/No Interest	Plan Code	Min Ticket	Payment Factor	Customer Fee	Customer Rebate	Contractor Cost
	0% for 24 Months*	2491	\$1,500	4.17%	\$49	None	4.50%

Everyday Programs	With Pay/Def. Interest ¹	Plan Code	Min Ticket	Payment Factor	Customer Fee	Customer Rebate	Contractor Cost
	WPDI for 6 Months	0603	\$200				0.50%
	WPDI for 12 Months	1203	\$400	1.00%	No Fee	None	1.50%
	WPDI for 18 Months	1801	\$500				3.00%
	Standard Revolving	Plan Code	Min Ticket	Payment Factor	Customer Fee	Customer Rebate	Contractor Cost
	Prime + 20.49%	0100	\$1	1.00%	No Fee	None	0.00%

Monthly payment is the amount financed multiplied by the payment factor or \$29, whichever is greater.

Example: \$3000 financed x .0417 (payment factor) = \$125.10 monthly payment.

* Use of these promotions restricted to projects that do not consist of products/components where an option to use a similar in purpose Unique Lighting product/component exists. Non-compliance with this will result in your termination from the Toro credit card program.

1 Interest accrues from the date of purchase at Prime + 20.49% and will be waived if paid in full by the interest free date.

2 Rebate will be automatically mailed to customer within 8 - 10 weeks after purchase date. No action or form needs to be taken or submitted by the contractor or customer.

Eligibility

Contractors

Must sell and install Toro/Irritrol branded irrigation products or Unique Lighting branded products to homeowners and take full responsibility for the completed project.

Lighting Projects:

- Lighting must include 100% Unique Lighting equipment

Other Projects:

- Competitive products to Toro/Irritrol irrigation or Unique Lighting **may not** be used on any plan.
- **May** include non-competitive items (hardscape, fencing, water) maximum loan is \$10,000.00. If the customer would like to finance more non-competitive items please refer to the "Other projects and Everyday Programs" from above



Top Reasons to **APPLY NOW**

for the Toro Credit Card Program

- 1 New marketing programs**
Designed to drive incremental retail sales
- 2 Easier POS processing of sale transactions**
No more faxing sales invoices!
- 3 Dedicated field sales support team**
- 4 Extended-term financing offers**
Various special financing promotions
- 5 Special incentives for customers**
Customers can receive periodic rebate offers

Questions? If you have any questions regarding the program or the application materials provided in this package, please call **1-866-786-2026**.