

Go Plan



Dealer Agreement (Deposit Waiver)

Region _____ Dealer # _____

THIS AGREEMENT made the _____ day of _____, 20____

BETWEEN:

CARFINCO INC., with offices in Edmonton ("Carfinco")

- and -

(Legal or Industry Registered Name)

_____, doing business as

(Operating Name – Can be same as legal name if no additional used)

_____, a

(Please indicate type of registration by ticking the applicable box ☐)

corporation, partnership or sole proprietorship

☐☐☐

incorporated, established or registered under the laws of _____, with offices
(Province)

in _____ (the "Dealer")
(City)

In consideration of their mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE 1

Interpretation

1.1 In this Agreement:

- (1) "Business Day" means any day, other than a Saturday or Sunday, on which chartered banks are generally open for business in the Province in which Dealer is situate;
- (2) "Base Price" means, in respect of any Purchased Contract, the amount specified to Dealer in respect of such Contract pursuant to Article 2.2;
- (3) "Carfinco Information" means (i) all information respecting Carfinco's credit approval process or credit criteria or determination of the Base Price Carfinco is prepared to pay for Purchased Contracts; and (ii) all other information respecting Carfinco's business methods, plans, strategies or systems, services or proposed services, markets, marketing, customers, costs, pricing, profit or other business or affairs, but in the case of any information in (i) or (ii) above, excluding any information which has entered into the public domain or that is, or without any breach by Dealer of its obligations hereunder becomes, available to Dealer from any third party who obtained the information lawfully and has no obligation of confidentiality to Carfinco;
- (4) "Contract" means a sales finance agreement, in a form approved by Carfinco, financing the purchase of a motor vehicle from Dealer by a purchaser;
- (5) "Contract Collections" means in respect of any Purchased Contracts all amounts collected by or on behalf of Carfinco in respect of such Contracts, excluding:
 - (a) Contract Fees;
 - (b) any federal goods and services tax and provincial sales tax;
 - (c) any amount required by law to be paid or repaid to the payor or any third party claiming through, under or on behalf of the payor or in priority to Carfinco; and
 - (d) any amount received on account of damages, costs or expenses the amount of which has not been included in Contract Expenses in respect of such Contracts;
- (6) "Contract Expenses" means in respect of any Purchased Contracts all out-of-pocket costs and expenses incurred by Carfinco in administering and enforcing such Contracts, including:

- (a) the costs and expenses of enforcing and realizing its security in respect of any such Contract;
 - (b) the costs of performing any obligations of the Purchaser in default under any such Contract, including the cost of any insurance obtained by Carfinco in respect of the Subject Vehicle;
 - (c) related legal and bailiff's fees and disbursements; and
 - (d) GST paid in respect of any such costs or expenses to the extent the same is not recoverable by Carfinco;
- (7) "Contract Fees" means in respect of any Purchased Contracts all fees charged by Carfinco to the Purchasers pursuant to such Contracts, including but not limited to administration, registration, set-up, NSF, deferrals and legal fees;
- (8) "Contract Pool" means a pool of Purchased Contracts determined in accordance with Article 4.1 or 4.4;
- (9) "Personal Information" means information that is defined as "personal information" by, or is otherwise regulated under, the *Personal Information Protection and Electronic Documents Act* or similar provincial legislation where applicable;
- (10) "Purchased Contract" means any Contract purchased by Carfinco from Dealer hereunder;
- (11) "Purchaser" means the borrower and any co-signor under any Contract;
- (12) "SID" means a starter interrupt device with such specifications as determined by Carfinco from time to time;
- (13) "Subject Vehicle" means the motor vehicle which is the subject of a Contract; and
- (14) terms defined in the singular have a corresponding meaning where used in the plural; any word of neuter gender includes the masculine or feminine gender; "hereunder" means under this Agreement; and "including" means including without limitation.
- 1.2 Unless otherwise agreed in writing between the parties, this Agreement applies to all proposed Contracts hereafter offered for sale by Dealer to Carfinco, and all Contracts hereafter purchased by Carfinco from Dealer, under Carfinco's GO PLAN.
- 1.3 The parties acknowledge and agree as follows:
- (1) the relationship between the parties is not a partnership, and each party is an independent contractor;
 - (2) Dealer has no authority to act on behalf of or otherwise bind Carfinco; and
 - (3) except as expressly provided in this Agreement, Carfinco has no duties or responsibilities, implied, fiduciary or otherwise, to Dealer.
- 1.4 Where the time for payment or performance of any liability or obligation hereunder falls on a day which is not a Business Day, the due date for such payment or performance shall be the next Business Day.
- 1.5 If any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 1.6 No waiver of any provision of this Agreement shall be effective unless in writing executed by the party giving such waiver. The parties expressly acknowledge and agree that Carfinco may add to or amend the terms of this Agreement upon written notice to Dealer. The added or amended terms shall come into effect upon Dealer submitting an application or proposing a Contract for sale to Carfinco. Unless otherwise expressly provided for in a notice, the existing terms of this Agreement shall remain in effect.
- 1.7 This Agreement, inclusive of any amendments or additions pursuant to the above Article 1.6, constitutes the entire agreement, and supersedes all prior agreements, arrangements and understandings, of the parties with respect to the subject matter hereof.
- 1.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

ARTICLE 2

Contract Purchases

2.1 Dealer shall provide Carfinco, in connection with each Contract proposed to be entered into by Dealer and to be sold to Carfinco hereunder, the proposed terms of the Contract, a credit application of the Purchaser and any guarantor in a form approved by Carfinco, and such other available information as Carfinco may request.

- 2.2 Following the receipt of the documentation described in Article 2.1, Carfinco shall, within five (5) Business Days, provide written notice to Dealer specifying either:
- (1) the Base Price Carfinco is prepared to pay Dealer in respect of such Contract, or;
 - (2) that Carfinco is not prepared to purchase such Contract.
- 2.3 If, following receipt of Carfinco's notice pursuant to Article 2.2 in respect of a proposed Contract, Dealer wishes to sell such Contract to Carfinco:
- (1) Dealer shall deliver to Carfinco, within five (5) Business Days following receipt of such notice:
 - (a) a duly executed original of the Contract, having the terms specified pursuant to Article 2.1, together with a duly executed original of any guarantee of the Contract;
 - (b) a copy of the duly executed of the Bill of Sale from Dealer in respect of the Subject Vehicle;
 - (c) proof of the Purchaser's insurance covering damage, destruction and theft of the Subject Vehicle, including collision insurance with a maximum \$750 deductible (or minimum Provincial requirement if higher than \$750); and
 - (d) copies of all other documents, instruments and agreements and business records relating to the Contract, the Subject Vehicle or the sale of the Subject Vehicle by Dealer;
 - (2) upon such deliveries, this Agreement shall operate, without further act or formality, as the sale, assignment and transfer to Carfinco of the Contract and any guarantee thereof, and all rights and benefits of Dealer thereunder, including all right, title and interest of Dealer in and to the Subject Vehicle; and
 - (3) unless, within five (5) Business Days following receipt of the documentation referred to in (1) above, Carfinco raises any objection to such documentation or any breach of any representation, warranty or covenant pursuant to Article 3.1(4) with respect to such Contract or any guarantee thereof, Carfinco shall pay to Dealer the Base Price of such Contract as specified in the notice referred to in Article 2.2 above.
- If Carfinco raises any objection or breach pursuant to (3) above, the provisions of (2) above, and the obligation of Carfinco to pay Dealer any amounts pursuant to (3) above, shall be deemed to be of no force or effect, and Carfinco shall return to Dealer all documentation referred to in (1) above and shall have no obligation to purchase such Contract; provided that Carfinco's failure to raise any objection or breach pursuant to (3) above shall not affect any other right or remedy of Carfinco relating thereto.
- 2.4 For greater certainty, Carfinco shall not be obligated to purchase any Contract or Contracts from Dealer.

ARTICLE 3

Dealer's Representations, Warranties and Covenants

- 3.1 Dealer represents, warrants and covenants to and with Carfinco, such representations, warranties and covenants to survive execution and delivery of this Agreement and Carfinco's purchase of any Contract, that:
- (1) Dealer is a validly existing corporation, partnership or sole proprietorship, as the case may be, and has full power, capacity and authority, and all licences, permits and other approvals required under applicable laws, regulations and rules, to carry on its business, to hold its property and assets, to enter into and perform its obligations under this Agreement and to sell Contracts hereunder;
 - (2) neither the execution nor delivery of this Agreement by Dealer nor the performance of its obligations nor the sale of any Contract hereunder will, or with the lapse of time and/or the giving of any notice would, result in any breach, default or violation by Dealer of any applicable law, regulation or rule or any other liability or obligation of Dealer;
 - (3) this Agreement has been duly authorized, executed and delivered by Dealer and constitutes a valid and legally binding obligation of Dealer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally and subject to the availability of equitable remedies;
 - (4) with respect to each Purchased Contract, the following shall be true and correct as of the time of delivery and sale of such Contract pursuant to Article 2.3:
 - (a) each of the representations and warranties in (1) through (3) above is true and correct as if made at and as of such time, and Dealer has performed all of its obligations hereunder and all obligations to the Purchaser in respect of the Subject Vehicle;

- (b) the Contract was entered into in the usual and ordinary course of business of Dealer, and complies with all applicable laws, regulations and rules;
- (c) the copies of the Contract, any guarantee thereof and the Bill of Sale in respect of the Subject Vehicle delivered pursuant to Article 2.3(1) constitute the entire agreement between Dealer and the Purchaser or guarantor with respect to the subject matter thereof, all signatures thereon are genuine, and all information contained therein is true, accurate and complete;
- (d) Dealer or any employee or agent thereof has not, directly or indirectly, funded any portion of the down payment referred to in the Contract, and such down payment has been paid in full in cash;
- (e) Dealer has acquired from the Purchaser good and marketable title to any trade-in referred to in the Contract, such trade-in was made at a value not exceeding its fair market value or the Purchaser's equity therein, and except as disclosed in writing to Carfinco such trade-in was not purchased from Dealer or any employee or agent thereof;
- (f) the Contract and any guarantee thereof is a legal, valid and binding obligation of the Purchaser or guarantor thereunder, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally and subject to the availability of equitable remedies;
- (g) the Contract is in good standing, the Contract and any guarantee thereof are not subject to any dispute with Dealer, and the amounts payable thereunder are not subject to any set-off, reduction, deduction or other adjustment;
- (h) Dealer has good and marketable title to the Contract and any guarantee thereof and Dealer's right, title and interest in and to the Subject Vehicle, free and clear of all liens and encumbrances of any nature;
- (i) the Subject Vehicle is insured in accordance with Article 2.3(1)(c) and Carfinco is named as a loss payee under such insurance;
- (j) Dealer has not postponed or subordinated the security interest in the Subject Vehicle granted by the Purchaser pursuant to the Contract;
- (k) Prior to delivery of the Subject Vehicle to the Purchaser, Dealer has properly and in accordance with the manufacturer's specifications installed a fully operational SID in the Subject Vehicle; and
- (l) Dealer has delivered the Subject Vehicle to the Purchaser, and the Purchaser owns the Subject Vehicle, free and clear of all liens or encumbrances of any nature, except for the security interest granted by the Purchaser pursuant to the Contract.

- (5) Dealer has obtained from each Purchaser, guarantor or prospective Purchaser or guarantor, any of whose Personal Information is disclosed to Carfinco by Dealer, consent to the disclosure to, and collection, use and communication of, such Personal Information by Carfinco for the purposes contemplated hereunder and for the purposes of administering and enforcing the Contract or any guarantee thereof.

3.2 In the event of any breach of the representation and warranty in Article 3.1(4) with respect to any Purchased Contract, Carfinco shall, in addition to any other right or remedy, have full recourse to Dealer with respect to all amounts payable by the Purchaser to Carfinco under such Contract.

ARTICLE 4

Contract Pools

- 4.1 For the purposes of Articles 4.2 and 4.3, consecutive Purchased Contracts, net of any withdrawn accounts or contracts, shall constitute one pool up to a maximum number of Contracts, not exceeding seventy-five (75), as Carfinco, in its sole discretion, may determine for each pool.
- 4.2 Carfinco shall keep accurate and complete records of all Contract Collections and Contract Expenses in respect of the Contracts in each Contract Pool, and shall deliver to Dealer, within twenty (20) days following the end of each calendar month, a statement, in reasonable detail, showing all Contract Collections and Contract Expenses with respect to such Contracts through the end of such month.
- 4.3 Subject to Article 5.1, Carfinco shall pay to Dealer, at the time of delivery of each statement pursuant to Article 4.2 in respect of a Contract Pool, as additional purchase price for the Contracts comprising such Contract Pool, the amount, if any, as indicated by such statement, by which:

- (1) 70% of:

- (a) all Contract Collections in respect of such Contracts,
less
- (b) all Contract Expenses, determined on an accrual basis, in respect of such Contracts,
exceeds
- (2) the sum of:
 - (a) the aggregate Base Price of all such Contracts;
 - (b) 70% of the aggregate of all administration, documentation, registration and other fees payable by the Purchasers as shown on the face of such Contracts; and
 - (c) the aggregate of all amounts theretofore paid to Dealer pursuant to this Article 4.3 in respect of such Contracts;

provided that no such payment shall be required in respect of any Contract Pool of less than twenty (20) Contracts. For greater certainty, the amounts to be reflected in any such statement shall be subject to such adjustments as may be necessary in respect of any change or error in any amount reflected in any prior statement and, to the extent any such adjustment or adjustments result in an overpayment to Dealer, Dealer shall forthwith repay the amount of such overpayment to Carfinco.

- 4.4 Carfinco may, at any time and from time to time upon written notice to Dealer, combine one or more Contract Pools into a single Contract Pool.
- 4.5 Carfinco shall have sole responsibility and authority to administer and enforce Purchased Contracts in such manner as it, in its sole discretion, may determine, including without limitation:
 - (1) to respond to any inquiries of the Purchaser or any guarantor or third party with respect to any Purchased Contract;
 - (2) to take such action, if any, as it, in its sole discretion, may determine to collect amounts payable under any Purchased Contract;
 - (3) to waive any late payment charge or similar fee payable under any Purchased Contract; and
 - (4) to compromise any amount payable under any Purchased Contract, to deal with, or refrain from dealing with, any security in respect of any Purchased Contract, and to release and discharge any such security, all as it, in its sole discretion, may determine.
- 4.6 If Dealer receives any payment in respect of any Purchased Contract after such Contract is sold to Carfinco hereunder, Dealer will forthwith deliver such payment to Carfinco in the form received, and Carfinco is hereby authorized and empowered and irrevocably granted a power of attorney (such right coupled with an interest) to endorse Dealer's name on any cheque or other payment made payable to Dealer and to negotiate such cheque or other payment for Carfinco's own account.
- 4.7 Notwithstanding any other provision of this Agreement, Carfinco may set-off any amount payable by Dealer hereunder or under any other agreement with Carfinco against any amount payable by Carfinco hereunder or under any other agreement with Dealer, and for the purposes of this or such other agreement such amount payable by Carfinco shall be deemed to have been paid upon notice to Dealer of such set-off.

ARTICLE 5

Dealer's Obligations

- 5.1 Concurrent with the execution and delivery of this Agreement, Carfinco hereby charges Dealer a non-refundable charge of \$10,000, on account of Carfinco's cost of enrolling Dealer for the purposes of the GO PLAN. Dealer shall pay such charge by Carfinco retaining the first \$10,000 owed by Carfinco to Dealer pursuant to the payments to be made by Carfinco arising out of a Contract Pool, as set out in Article 4.3.
- 5.2 Carfinco shall provide a SID to Dealer for every Subject Vehicle of a Purchased Contract. Dealer shall be solely responsible for, and bear the cost of, installation of a SID in every such Subject Vehicle.
- 5.3 Dealer shall perform all of its obligations under any warranty, express or implied, with respect to each Subject Vehicle.
- 5.4 Dealer agrees:
 - (1) not to directly or indirectly use any Carfinco Information, except for the purposes of performing Dealer's obligations under this Agreement;

- (2) not to directly or indirectly disclose any provisions of this Agreement or any Carfinco Information, except to its directors, officers, employees and professional advisors having a need to know the information for the purposes of performing this Agreement, for internal business purposes of Dealer or to comply with its obligations under applicable law;
- (3) to cause each person to whom Carfinco Information is disclosed pursuant to (2) above to comply with the provisions of this Article as if such person was named in this Article in place of Dealer; and
- (4) that damages are not an adequate remedy for any breach of Dealer's obligations under this Article, and accordingly, in addition to any other right or remedy, Carfinco shall be entitled to obtain a temporary and permanent injunction to restrain any such breach.

5.5 Dealer recognizes the confidential and sensitive nature of the Personal Information collected for and disclosed by Carfinco and agrees:

- (1) not to disclose the Personal Information to third parties and to take the security measures necessary to ensure the protection and confidentiality of the Personal Information, namely physical measures, organizational measures and technological measures;
- (2) not to use the Personal Information for purposes other than those for which it was originally collected or received;
- (3) to limit access to the Personal Information to its employees, officers and directors who need the information for the performance of their duties and the carrying out of this Agreement and the Contracts and where it considers it necessary, to obtain a confidentiality agreement from every person to whom the information may be accessible;
- (4) to advise Carfinco without delay of any violation or attempted violation of one of its obligation concerning the security and confidentiality of the Personal Information;
- (5) to allow Carfinco to verify its compliance with the security and confidentiality requirements provided herein, including if necessary, to allow access to its installations and to collaborate with any investigation or verification procedure;
- (6) that the covenants and undertakings in this Article 5.5 relate to matters which are of a special, unique and extraordinary character and that a violation of any of them will cause irreparable injury to Carfinco, the amount of which will be extremely difficult, if not impossible, to estimate or determine and which cannot be completely and adequately compensated by monetary damages and accordingly, that Carfinco shall be entitled, as a matter of course, and as a matter of law, without the need to prove irreparable injury, to an injunction, restraining order or other equitable relief from any court of competent jurisdiction, restraining any violation or threatened violation of any of such terms by Dealer and such other Persons as the court shall order; that Dealer shall pay all costs and legal fees, costs, expenses and disbursements (on a solicitor and his own client basis) incurred by Carfinco in pursuing its remedies in any legal or equitable action; and that the restraints imposed upon it pursuant to the foregoing are no greater than are reasonably necessary to preserve and protect Carfinco's legitimate business interests and that such restraints will not impose an undue hardship upon Dealer.

5.6 Dealer further agrees to conform to the applicable privacy and protection of personal information legislation and Carfinco's Privacy Policy which can be viewed online at www.carfinco.com/PrivacyPolicy.aspx, it being understood that the rules provided in this Agreement will prevail should they be more stringent.

5.7 Dealer shall, at any time and from time to time, at Dealer's expense, provide any reasonable assistance and cooperation requested by Carfinco for the purpose of enforcing Purchaser's or any guarantor's obligation in respect of any Purchased Contract, or maintaining, protecting or enforcing Carfinco's security under or in respect of any Purchased Contract.

5.8 Dealer acknowledges and agrees that Dealer is responsible for making its own credit decision with respect to any Contract.

5.9 Upon prepayment in full of a Contract, Dealer and Carfinco shall remit to the Purchaser, within the time required by law, any unearned portion of the non-interest finance charges, in accordance with applicable law.

ARTICLE 6

Events of Default

6.1 Each of the following shall be an event of default ("Event of Default") hereunder:

- (1) if Dealer has engaged, in Carfinco's reasonable opinion, in any deceptive, misleading, unfair or otherwise unethical or unprofessional business act or practice;
- (2) if Dealer fails to comply with any applicable law in respect of the Contracts or its relationship with Purchasers;

- (3) if any of the representations and warranties in Article 3.1 is at any time untrue;
- (4) if Dealer has failed to pay any amount payable hereunder, when due;
- (5) if Dealer breaches one of its obligations in Article 5.5 concerning the security and confidentiality of Personal Information collected for or disclosed by Carfinco;
- (6) if Dealer is in breach or default of any other liability or obligation of Dealer under this Agreement;
- (7) if Dealer is bankrupt or insolvent, or if any application, petition, proposal or proceeding has expiry of ten (10) days following receipt of written notice thereof given by Carfinco to Dealer;
- (8) if any application, petition, proposal or proceeding has been made, filed or taken by Dealer or any effective resolution passed by its directors or shareholders with respect to the bankruptcy, insolvency, dissolution, liquidation or winding-up, or the arrangement, compromise been made, filed or taken and remains outstanding against Dealer with respect to the bankruptcy, insolvency, dissolution, liquidation or winding-up, or the arrangement, compromise or readjustment of any debt, of Dealer;
- (9) if any order has been made for the dissolution, liquidation or winding-up of Dealer, or if Dealer has made a general assignment for the benefit of its creditors or admitted in writing its inability to pay its debts generally as they become due, or if a liquidator, manager, receiver, trustee or other officer with similar powers has been and remains appointed of Dealer or any of its undertaking, assets or property;
- (10) if any material assets or property of Dealer have been sold or foreclosed by any creditor or encumbrancer or any person acting under legal process, or if any encumbrance or person acting under legal process is in possession or control of any material assets or property of Dealer, or if any execution, judgment or similar process has remained unsatisfied for such period as would permit any material assets or property of Dealer to be sold thereunder;
- (11) if Dealer has breached any other term, covenant, representation or warranty contained in this Agreement; or
- (12) if there is any material adverse change in the business or the financial condition of Dealer such that Carfinco reasonably considers that Dealer will be unable to pay or perform its obligations hereunder.

ARTICLE 7

Termination

- 7.1 Carfinco may terminate this Agreement:
 - (1) upon thirty (30) days' prior written notice to Dealer at any time; or
 - (2) upon written notice to Dealer, whenever an Event of Default has occurred and is continuing, in addition to any other right or remedy of Carfinco in respect of such Event of Default.
- 7.2 Dealer may terminate this Agreement upon thirty (30) days' prior written notice to Carfinco at any time.
- 7.3 Subject to Article 7.4, termination of this Agreement by Carfinco or Dealer shall not affect:
 - (1) any liabilities or obligations of Dealer (present, future, accrued, absolute or contingent) hereunder in respect of any Purchased Contracts;
 - (2) without limiting the generality of (1) above, Dealer's liability for breach of any term, covenant, representation or warranty contained in this Agreement;
 - (3) Any right of Carfinco pursuant to this Agreement or any other agreement with Dealer; or
 - (4) Dealer's obligations pursuant to Articles 3.2, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 7.5, 8.1, 8.2 and 9.4, all of which shall survive such termination.
- 7.4 If this Agreement is terminated for any reason, as of and from the date of termination, Carfinco shall be relieved of the obligation to pay Dealer and entitled to retain the Dealer portion of any amounts in respect of any Purchased Contracts or any Contract Pool.
- 7.5 Upon termination of this Agreement, Dealer shall promptly deliver to Carfinco all documents and materials, of any kind or nature, in any medium, concerning or pertaining to any Carfinco Information, including all copies or reproductions of the

same. Furthermore, Dealer shall return to Carfinco or destroy all Personal Information in its possession or under its control within ten (10) days of the termination of this Agreement.

ARTICLE 8

Indemnification

- 8.1 Dealer shall indemnify and save harmless Carfinco and its directors, officers and employees, from and against any and all suits, actions, claims, demands, liabilities, losses, costs and expenses in any manner arising out of or in respect of:
- (1) the sale by Dealer to a Purchaser of any Subject Vehicle;
 - (2) the installation of an SID in any Subject Vehicle;
 - (3) or any breach or default of any of Dealer's representations, warranties, covenants or obligations in this Agreement, including in particular, Dealer's representations, warranties, covenants or obligations in respect of the protection of Personal Information.
- 8.2 Indemnification under this Article shall include legal fees on a solicitor and his own client basis, costs, expenses and disbursements and shall survive the termination (for any reason) or breach of this Agreement.

ARTICLE 9

General

- 9.1 Any notice or other communication contemplated by this Agreement shall be in writing delivered, or sent by facsimile or e-mail:

- (1) in the case of Carfinco, to:
- #300, 4245 - 97 Street
Edmonton, Alberta T6E 5Y7
Facsimile No.: 780-450-1134
E-mail: carfinco@carfinco.com
marked "Attention: Vice-President, Business Development"

or to such other address, facsimile or e-mail of which Carfinco shall have last given notice to Dealer; and

- (2) in the case of Dealer, to:

Address _____

City, Province, Postal Code _____

Attention _____

Facsimile No.: _____

E-mail: _____

or to such other address, facsimile or e-mail and to any affiliated contact of which Dealer shall have last given notice to Carfinco.

Any notice so delivered shall be deemed to have been given and received on the date of delivery thereof, and if so sent by facsimile or e-mail shall be deemed to have been given and received on the date of transmission thereof; or such delivery or transmission takes place after 4:00 p.m. on a Business Day or on a day which is not a Business Day, such notice shall be deemed to have been given and received on the next Business Day.

- 9.2 Failure by Carfinco to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed to be a waiver of such term, covenant or condition.
- 9.3 Carfinco may assign this Agreement upon written notice to Dealer, but Dealer shall not assign this Agreement without the prior written approval of Carfinco. Subject thereto, this Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors, permitted assigns, heirs and representatives. Any purported assignment in violation of this section shall be void and of no effect.

- 9.4 Dealer, at its expense, shall take such other action, and execute and deliver such other documents, instruments and further assurances, as Carfinco may from time to time reasonably require to give effect to the provisions of this Agreement or the sale of any Contract hereunder.
- 9.5 Dealer acknowledges that:
- (1) Dealer has had sufficient time to review this Agreement thoroughly;
 - (2) Dealer has read and understands the terms of this Agreement and Dealer's obligations hereunder;
 - (3) Dealer has been given an opportunity to obtain legal advice concerning the interpretation and effect of this Agreement; and
 - (4) Dealer has received a copy of this Agreement.
- 9.6 For greater certainty, if Dealer is party to a prior Dealer Agreement with Carfinco, which remains in effect, with respect to Contracts purchased under the GO PLAN, such prior Dealer Agreement shall continue to apply with respect to all Contracts heretofore purchased thereunder.
- 9.7 Time shall be of essence in this Agreement.
- 9.8 This Agreement may be executed in as many counterparts as there are parties hereto, in original, pdf, facsimile form or other electronic form, and all such signed counterparts, when taken together, shall constitute one and the same agreement effective as of the date hereinabove set forth.
- 9.9 Delivery of an executed copy of this Agreement by email, facsimile or other electronic means shall have the same effect as delivery of an original.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Dealer Name

CARFINCO INC.

Per: _____
Signature: _____

Name: _____

Title: _____

Per: _____
Signature: _____

Name: _____

Title: _____