

Dealer Agreement

This Dealer Agreement is between Get Financed, LLC ("GET"), a Florida company with its principal office located at 10590 NW 27th ST Suite E-104, Doral, FL 33172, and the undersigned Dealership ("Dealer") dated as of the Effective Date below.

WHEREAS, GET is in the business of purchasing Contracts (as defined in Section 1 below) from duly licensed motor vehicle dealers for its own portfolio and/or subsequent sale and assignment; and

WHEREAS, GET desires to purchase Contracts from Dealer from time to time subject to the terms and conditions of this Agreement; and WHEREAS, Dealer desires to sell Contracts to GET from time to time subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GET and Dealer agree as follows:

RECITALS. By this reference, the recitals are incorporated herein and made a part of this Agreement.

1. DEFINITIONS

- A. Agreement: means this Dealer Agreement as amended from time to time, and any schedule, exhibit and addendum to this agreement, as may be amended from time to time.
- B. Effective Date: means the date this Agreement is signed by Dealer and then countersigned by GET.
- C. Buyer or Borrower: means any person, including any co-Buyer or guarantor(s), who enters into a Contract with Dealer for the purchase of a Vehicle.
- D. Capitalized Terms: used herein, unless otherwise defined herein, shall have the same meanings ascribed to them herein.
- E. Vehicle: means the new or used motor vehicle owned by Dealer that is the subject of a Contract.
- F. Contract or Loan: means a retail installment sale contract, conditional sale contract, or other document providing for the payment by Buyer to Dealer of funds in connection with a retail credit sale to Buyer of a new or used motor Vehicle owned by Dealer, together with any Additional Products, secured by the Vehicle and/or any Additional Products.
- G. GET Program: means the terms under which GET will purchase a Contract from Dealer as communicated to Dealer from time to time.
- H. Purchase Price: means, with respect to a Contract, the total amount that may be paid to Dealer for purchase of the Contract. GET may purchase the Contract at a discount. The amount of the discount applied may depend on the Borrower's creditworthiness and credit capacity evaluated by GET. The terms under which GET will purchase a Contract from Dealer will be communicated to Dealer from time to time.
- I. Loan Documents: collectively means those documents, including forms and documents required by GET from time to time, in its sole discretion, to Dealer in order for GET to purchase a Contract from Dealer in connection with the GET Program.
- J. Additional Products: means, with respect to each Contract, each product and service sold in connection with the sale of a Vehicle or otherwise, including, without limitation, extended warranties (otherwise known as, mechanical repair, service or repair contracts), GAP contracts, credit insurance, debt protection or any other insurance or similar products. In addition, the term shall include other products and services acceptable to and approved in writing by GET from time to time.

2. SALE AND PURCHASE OF CONTRACTS

- A. Contract Documentation and Sale. If Dealer wishes GET to purchase a Contract hereunder, Dealer shall furnish GET with (i) the transaction's proposed terms, (ii) any credit information Dealer has regarding Buyer, and (iii) such other information as

GET shall request. Upon receipt of all Loan Documents, GET shall decide in its sole discretion whether it will purchase a Contract. GET shall give Dealer an approval sheet for each approved transaction. Upon receipt of such approval sheet, Dealer shall procure all Loan Documents requested by GET, including evidence of physical damage insurance covering the Vehicle as required by GET. Upon receipt by Dealer of the documents requested by GET, each properly executed by Buyer and approved by Dealer, Dealer shall execute those documents required to be executed by the seller and shall thereafter deliver the Vehicle to Buyer. Following such execution of the Contract and subsequent delivery of the Vehicle, Dealer shall promptly forward to GET the Contract and other documents required by GET after which GET may purchase the Contract in accordance with Section 2B. Dealer is not obligated to sell to GET any Contract, notwithstanding GET's approval of such Contract for purchase.

B. **Purchase Price and Payment.** When GET approves a Contract for purchase, it shall pay to Dealer the Purchase Price communicated to Dealer in accordance with the GET Program, as amended from time to time. GET shall disburse the funds, so long as Dealer provides to GET documents required by, and in a form satisfactory to, GET, within 30 days of GET's issuance of any approval for the transaction. Nothing in this Agreement shall be construed to obligate Dealer to sell Contracts to GET or to obligate GET to purchase Contracts from Dealer.

C. **Down Payments.** Unless specifically disclosed on the Contract, the down payment with respect to such Contract was paid in full by the Buyer. Dealer shall collect all amounts due from the Buyer in full as a down payment pursuant to a Contract purchased by GET hereunder in cash, check, immediately available funds, or in trade equity prior to GET's purchase of the Contract and no part of such down payment was loaned by Dealer. It is expressly acknowledged, understood, and agreed by Dealer and GET that a credit card, check drawn on a credit card account, or any other credit transaction is not a valid form of down payment hereunder. If Dealer fails to collect the down payment in full in accordance with this Agreement prior to GET's purchase of the Contract, the Contract shall be subject to immediate repurchase as defined below at any time during the life of the Contract upon verification by GET of Dealers' failure to collect the down payment in full. The assignment of a Contract hereunder shall not be deemed to have been completed until such time as Buyer's financial institution account has been finally debited for any check or checks provided to Dealer by Buyer as a down payment in connection with such Contract. If Dealer accepts a check as a down payment for a Contract and the check is returned for insufficient funds upon presentment for payment to the entity on which the check is drawn, the Contract shall be subject to immediate repurchase as defined herein. Dealer shall immediately notify GET in writing if any down payment check for a Contract is returned for insufficient funds upon its presentment to the entity on which the check is drawn.

3. **PERFECTION OF SECURITY INTEREST.** For each Contract purchased by GET, Dealer shall, within five (05) calendar days of the date of the Contract or within a lesser time period if required by applicable law, file and record all documents necessary to properly perfect the valid and enforceable first priority security interest of GET in the Vehicle and shall send GET all security interest filing receipts. Dealer shall complete the forms and documents required by applicable law to properly perfect a valid and enforceable first priority security interest in favor of GET and send GET evidence that GET's security interest is noted on the certificate of title or registration, or evidence that GET otherwise has a properly perfected, valid and enforceable first priority security interest in the Vehicle according to applicable law. It is expressly acknowledged, understood, and agreed by Dealer and GET that Dealer is ultimately responsible for the lien perfection required hereunder without regard to where the Vehicle will be registered and without regard to whether the Buyer has the ability to perfect the lien him or herself. A Contract shall be subject to immediate repurchase as defined below and shall remain subject to repurchase as defined below for the life of the Contract if Dealership fails to (1) file and record, within five (05) calendar days of the date of the Contract or within a lesser time period if required by applicable law, all documents required to properly perfect the valid and enforceable first priority security interest of GET in the Vehicle; (2) send GET the filing receipts reflecting said perfection; and/or if (3) Dealer fails to complete the required forms and documents required by applicable law to properly perfect a valid and enforceable first priority security interest in favor of GET and send GET evidence that (a) GET's security interest is noted on the certificate of title or registration, or (b) GET otherwise has a properly perfected valid and enforceable first priority security interest in the Vehicle according to applicable law.

4. **SALE OF ADDITIONAL PRODUCTS.**

A. **Acceptability of Additional Products.** As may be limited by applicable law, GET will purchase a Contract containing Additional Products that have been sold and financed by Dealer provided that GET has approved the form, administrator and underwriter of the Additional Products.

B. Cancellation of Additional Products. If Additional Products have been sold by Dealer and financed in a Contract purchased by GET, as applicable, Dealer agrees that such Additional Products shall be cancelable upon demand by Buyer or Borrower, as applicable. Upon such cancellation, Dealer shall immediately notify GET that the Additional Products have been cancelled by the Buyer. Dealer further agrees that any such Additional Products may be cancelable by GET or by operation of law. Upon cancellation, Buyer or Borrower shall be entitled to a refund of the unearned portion of the cash price of the Additional Products as provided in the Additional Products contract or as may otherwise be required by law, whichever is greater. As between GET and Dealer, Dealer agrees to pay to Buyer or Borrower, as applicable, or to GET, as appropriate, any refund due to Buyer or Borrower under the terms of an Additional Products contract but not paid to Buyer or Borrower within 15 days of cancellation. Dealer's liability under this Section shall be limited to the amount Dealer collected and retained or otherwise received, directly or indirectly, in connection with the sale of the Additional Products which is determined by the foregoing standards to be subject to refund. Dealer shall remit its portion of the refund and any portion of Buyer's or Borrower's refund received by Dealer to GET, Buyer, Borrower or to a third party, if required by law, within 15 days of cancellation and as directed by GET. Such refund may, if so provided in the related Contract, be subject to a security interest of GET therein.

5. **BOOKS, RECORDS AND FINANCIAL STATEMENTS.** Dealer shall maintain complete and accurate records concerning the sale to GET of each Contract and underlying Vehicle, and all other transactions affecting the Vehicle, as applicable. GET may, at any time upon reasonable notice, inspect Dealer's records or require Dealer to provide information, documentation, and the like to GET. Dealer hereby agrees to cooperate with all such requests made by GET for information, documentation, and the like that GET in its sole discretion determines is necessary in conjunction with any investigation by any federal, state or local government agency, Better Business Bureau, or similar organization, or in conjunction with any investigation preparatory or subsequent to any litigation or administrative proceeding to which GET is a party, without regard to whether Dealer is or may become a party and without regard to whether Dealer may or may not ultimately bear any liability in such litigation or administrative proceeding.

6. **PAYMENTS FROM BUYER.** Should any payment be made to Dealer under a Contract sold to GET, Dealer shall receive such payment in trust and shall remit it to GET immediately in the form received for credit to such Contract.

7. **POWER OF ATTORNEY.** Dealer authorizes GET to sign and endorse Dealer's name upon any checks, drafts, money orders or other forms of payment that may come into GET's possession as payment of or on account of any Contract purchased by GET, as applicable. Dealer authorizes GET to sign its name to any assignment of any Contract to GET and to sign and endorse Dealer's name on any other instrument necessary to carry out the intent of this Agreement. Dealer grants GET specific agency authority to execute Dealer's name on behalf of Dealer to: (i) any Contract submitted by Dealer to GET for purchase which such Contract would otherwise fail for the lack of Dealer's signature. This Power of Attorney and grant of specific agency authority shall be irrevocable and shall remain in effect for so long as there are Contracts outstanding that have been purchased pursuant to this Agreement, as applicable.

8. **DEALER'S REPRESENTATIONS AND WARRANTIES.** So long as this Agreement is in effect, Dealer represents, warrants and agrees that:

A. Dealer is duly organized, validly existing, qualified and authorized to transact business in, and is in good standing under the laws of the jurisdiction of its organization and each jurisdiction in which it performs or will perform its obligations under this Agreement.

B. Dealer is, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as presently conducted, and to perform the transactions contemplated under this Agreement.

C. If Dealer conducts business under a fictitious or registered tradename, LLC or as a partnership, it is and will remain in good standing in the state of its formation, it has obtained all required authorizations of its members and/or managers and/or partners, and it will remain in compliance with all applicable laws relating to conducting business under a fictitious tradename, LLC or as a partnership.

D. All business practices, acts and operations of Dealer (including the sale and financing of insurance or other coverages, the sale and financing of automobiles and Additional Products, and all Contracts and disclosures) are in compliance with all

applicable federal, state and local laws, regulations and ordinances, included but not limited to, the Fair Credit Reporting Act, the Equal Credit Opportunity Act and Regulation B, the Truth-in-Lending Act and Regulation Z, and FTC rules and regulations.

E. The amounts charged any Buyer(s) or Borrower(s) for any Additional Products sold and financed in connection with a Contract, as applicable, shall not exceed the amounts permitted by applicable law, nor shall the charge for these or any other products or services sold and financed in connection with a Contract, as applicable, exceed the amount that Dealer charges for these, or such other products or services in a cash transaction similar to the transaction evidenced by the Contract, as applicable.

F. Immediately prior to the transfer, sale and/or assignment herein contemplated, the Dealer held good, marketable and indefeasible title to each Contract free and clear of all liens, setoffs charges, and claims. Upon transfer of a Contract, GET shall hold good, marketable and indefeasible title to each Contract free and clear of all liens, setoffs, charges and claims.

G. The Contract and each guaranty and/or additional collateral agreement in connection therewith is a valid, legal, binding obligation entered into by a bona fide and competent person, and is legally enforceable by GET as assignee against each purported signatory thereof.

H. Any credit information supplied by Dealer or to the Buyer is true, complete and accurate to the best of the Dealer's knowledge.

I. Dealer has taken all action required by Section 2A and 3 herein and all actions under applicable law to properly perfect a valid and enforceable first priority security interest in each Vehicle in favor of GET, and shall guarantee a properly perfected valid and enforceable first priority security interest in each Vehicle in favor of GET.

J. The Vehicle and all specifications (year, make, model, trim, vin, mileage, color, accessories, equipment packages and options) are accurately described in the Contract, Buyer's Order and Loan Documents submitted to GET. The Buyer's Order submitted to GET for each Vehicle accurately reflects the items purchased, all options and the terms and conditions of such purchase and Dealer has not misrepresented the description or any of the terms and conditions of such purchase. The title to the Vehicle does not indicate that it is a salvaged vehicle, that the odometer has been rolled back, that the vehicle has had significant flood or other damage or any other fact that would have a significant adverse effect upon the value of the vehicle; and such Vehicle was delivered by Dealer and accepted without condition or reservation by Buyer.

K. The cash price of the Vehicle as shown on the Contract is the "cash price" as defined by applicable law. The purchase price of the Vehicle is the price charged by the Dealer for substantially similar vehicles in cash transactions and was not increased because the Vehicle was sold on credit or because the Contract was sold at a discount. Dealer understands and agrees that the amount of the discount applied to a Contract must not be passed through to the Buyer or Borrower.

L. Dealer does not know of any fact that indicates the uncollectability by GET of any Contract.

M. Any check given to Dealer by a Buyer has been or will be honored by Buyer's financial institution upon presentment by Dealer and will not be returned to Dealer for any reason, including insufficient funds, closed account or incorrect or incomplete signatures. It is expressly acknowledged, understood, and agreed by Dealer and GET that any use by Dealer of a third-party check-guarantee service or similar service in connection with any check given to Dealer by a Buyer regarding a Contract shall subject such Contract to immediate repurchase by Dealer as defined below, which such Contract shall remain subject to repurchase as defined below for the life of the Contract.

N. Each sale of a Vehicle that is the subject of a Contract will arise out of the sale of vehicles which Dealer owned at the time of such sale free of any security interest and had legal right to sell, free and clear of all claims, counterclaims, offsets, defenses, and charges, except floor plan obligations, which Dealer will promptly satisfy upon said sale.

O. Dealer will be responsible for the remittance of sales, use and other state taxes and fees due to the appropriate state or local agency as a result of each sale of a Vehicle that is the subject of a Contract purchased by GET.

P. There are no claims or defenses that Borrower may raise with respect to a Contract or Loan. In the event a dispute arises between Borrower and GET or Dealer regarding the Vehicle, its performance, or regarding any representations Borrower claims were made by Dealer during the sale of the Vehicle, GET and Dealer agree that any such dispute will constitute a "claim or

defense" with respect to such Contract or Loan, whether meritorious or not. Dealer further agrees to assist GET in resolving any disputes with the Borrower.

Q. The Loan Documents were completely filled-in when signed by each Borrower, cosigner or guarantor and each such person received a completed copy of the

Contract together with all other applicable Loan Documents.

R. Dealer will not accept Loan payments from any Borrower, but will direct that all payments be made directly to GET. Notwithstanding the previous sentence, any funds received from Borrower by Dealer in connection with the Loan and all records or documents with respect to the Loan prepared by or which come into possession of the Dealer on or after the date of the Loans will be received and held by the Dealer in trust for the benefit of GET and will promptly be paid or delivered to GET.

9. DEALER LIABILITY

A. Repurchase. If a Dealer representation, warranty or covenant made herein, or made in the assignment of a Contract to GET, is breached, or is untrue, or if Dealer fails to perform any of its obligations to GET hereunder or otherwise, then Dealer shall pay GET immediately upon receipt of GET's demand, one or more of the following amounts at the sole election of GET: (1) the current payoff, as determined by GET, of the breached Contract purchased regarding such Vehicle purchase; (2) all losses and expenses incurred by GET as a result of such breach, or untruth, or failure to perform, including attorneys' fees; and/or (3) out-of-pocket expenses paid or incurred by GET in connection with the collection of any amount due under any such Contract, including attorneys' fees and costs of litigation, whether by or against GET, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. If Dealer fails to repurchase any Contract as required by this Section 9 or pay to GET any amount as required by this Section 9, GET may, at its option; (i) allow the Contracts to pay to maturity; or (ii) upon 10 days' written notice to Dealer, sell such Contracts purchased from Dealer at public or private sale. In either event, GET may apply the proceeds after deducting expenses and reasonable attorneys' fees, to the payment of Dealer's obligations hereunder, and Dealer shall be responsible for any deficiency.

B. Transfer of Contract and Vehicle Lien Interest. Upon Dealer's payment of the amount payable under Section 9 above, the Contract may be assigned and/or endorsed by GET to Dealer without recourse and without warranties of any kind and sent to Dealer, and GET will notify Dealer when the electronic lien is released. Dealer authorizes GET to prepare and to execute, for and on behalf of Dealer and in its name, any instrument that in GET's judgment is needed to affect such transfer.

C. Rights of GET upon Breach. If Dealer breaches this Agreement in any respect, or any other agreement with GET relating to a Contract, GET shall have, in addition to all remedies provided in this Agreement and at law, the right to immediately terminate this Agreement and deem null and void any approvals issued for the purchase of Contracts for which GET has not paid the purchase price to Dealer. GET shall have no obligation to purchase from Dealer any Contracts subject to an approval which is deemed null and void pursuant to this Section 9C.

D. Failure to Repurchase or Pay. If Dealer fails to repurchase a Contract, or to pay any amounts as required by this Section 9, GET may, in mitigation of its damages, repossess the Vehicle securing the Contract, as applicable, as may be allowed by applicable law, in which event Dealer will pay GET, in cash upon demand, in addition to any other sums provided for herein, all costs of repossession, including court costs and attorneys' fees, and all costs of reconditioning, storing and reselling the Vehicle.

E. Recourse Obligations: In the event that a Buyer (i) fails to meet the scheduled payment obligations defined in their Contract or (ii) seeks bankruptcy protection under any applicable federal or state bankruptcy, insolvency, or other similar law prior to GET's receipt of the first (1st) full monthly installment payment due thereunder, whether or not such default predates the execution of this Agreement, GET shall notify Dealership of such Default, whereupon Dealership shall, within five (5) days of receiving the notice from GET, elect at its sole discretion either of the following options and notify GET of its election in writing: return to GET the participation funds paid on said Contract with GET; or set-off which will allow GET to withhold the amount owed from the proceeds of Contracts during the funding process.

10. **INDEMNITY BY DEALER.** Dealer shall indemnify, defend and hold GET, its employees, officers, directors, agents and assigns harmless from any claims, losses, damages, liabilities and expenses, including attorneys' fees and costs of litigation which relate to a Contract purchased by GET and arise from Dealer's breach or default under this Agreement, Dealer's conduct, the

failure of the transaction to comply with Dealer's representations and warranties in Section 8, or result from any act or omission on the part of Dealer and arise from Dealer's breach or default under this Agreement, Dealer's conduct, the failure of the transaction to comply with Dealer's representations and warranties and/or result from any act or omission on the part of Dealer.

11. **SETOFFS.** GET may deduct from any obligation or funds due Dealer any amount Dealer owes GET. Any monies, Contracts or any property of any nature or description that may come into the possession of GET may be held by GET and applied, at any time, to offset any amounts owing to GET.

12. **ADVERTISING.** Dealer agrees not to identify GET in any advertising placed in any medium without prior written approval from GET.

13. **EXTENSION OR VARIATION OF CONTRACT.** Dealer's liability hereunder shall not be affected by any settlement, extension, forbearance or variation in terms which GET may grant in connection with any Contract or by the discharge or release of the obligation of Buyer or any other person thereunder by operation of law or otherwise.

14. **CONTRACT FORMS.** Dealer may use any Contract form for which GET has given its prior approval. GET makes no representation or warranties of any kind, express or implied, relating to any form used to evidence a Contract.

15. **COLLECTION ON CONTRACTS.** GET shall have the sole right to make collections on all Contracts and Dealer shall not solicit or make any collections or repossessions with respect to any Contract sold to GET, as applicable, nor accept the return of, nor make any substitution of, any of the subject matter of such Contracts or Vehicle purchased pursuant to such Loans. Dealer shall hold in trust and promptly forward to GET all communications and remittances received in reference to said Contracts, as applicable.

16. **WAIVER.** Dealer hereby waives any failure or delay on GET's part in asserting or enforcing any right GET may have at any time hereunder. Dealer hereby expressly waives notice of acceptance of this Agreement, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecution of collection, foreclosures and possessory remedies all as may be permitted by applicable law.

17. **DEALER NOT AN AGENT.** This Agreement and any action pursuant hereto do not make Dealer the agent, affiliate or representative of GET for any purpose. Dealer is not granted any express or implied right to bind GET in any manner. It is understood and agreed that at all time when acting under and pursuant to this Agreement, Dealer is and will be deemed to be an independent contractor and not the agent of GET except as the limited agent for the completion of the Loan Documents. The parties expressly disclaim any intention to create a partnership or joint venture by the Agreement. Dealer agrees that it will not represent directly or indirectly to any person that it has the ability to approve credit on behalf of GET for such person or any other person, and will not, without the express prior written approval of GET, advertise by any means or method whatsoever or otherwise indicate that credit from GET is obtainable by or through Dealer.

18. **TERM OF AGREEMENT.** This Agreement shall become effective upon its execution by Dealer and GET and shall continue in force until terminated by either party. GET may immediately terminate this Agreement or as a result of Dealer's breach of this Agreement, including but not limited to any of Dealer's representations, warranties or covenants therein. This Agreement may be terminated for convenience at any time by either party by written notice to the other. The termination of this Agreement shall in no way affect the obligations of the parties on Contracts therefore acquired by GET. All obligations of the Dealer and GET under this Agreement will continue until all Contracts or Loans are paid in full and all of Dealer's and GET's obligations under this Agreement are fully performed. Any provision of this Agreement which by their sense and context are meant to survive expiration or earlier termination of this Agreement shall so survive.

19. **NOTICES.** Except as expressly permitted in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be effective upon personal delivery or deposit in the U.S. mail, postage prepaid and properly addressed as stated below. Each party shall promptly provide the other with notice of any change in address.

20. **BINDING AGREEMENT AND NO ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns, provided, however, that Dealer shall not assign this Agreement or any rights hereunder by operation of law or otherwise without GET's prior written consent.

21. **BACKGROUND CHECK.** Dealer authorizes GET to conduct Dealer's background check as may, in GET's discretion, be necessary from time to time.
22. **AMENDMENTS.** This Agreement, together with any addenda, schedules, exhibits or other documents attached hereto, may be amended from time to time in writing by mutual agreement of the parties. No party shall be bound by any change, alteration, amendment, or modification of any of the provisions hereof unless in writing and signed by an authorized officer of the party against whom it is sought to be enforced. Neither party shall assign this Agreement without the prior written consent of the other; except, however, either party may assign this Agreement to an affiliate with written notice to the other. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this section affects GET's right to amend the GET Program in its sole discretion without the signature of an authorized officer of the Dealer.
23. **PRIVACY:** Pursuant to Title V of the Gramm-Leach-Bliley Act, Dealer and GET shall refrain from disclosing to any non-affiliated third party any information obtained from Dealer and GET regarding Buyers or Borrowers, as applicable. Notwithstanding the foregoing, under limited circumstances, designated and approved third parties will be permitted to release such information provided that any such release is necessary to deliver, administer, or enforce such services which such designated and approved third parties provide to GET and Dealer, and provided that any release of such information is made in strict compliance with Federal and state law. In addition, these designated and approved third parties also agree that they will not allow any such information to be used by any party other than by the officers, employees, and/or authorized agents of such designated and approved third parties, and then only as necessary to provide the services contemplated by the Agreement.
24. **REMEDIES.** GET's rights hereunder are cumulative and not exclusive. Any rights available to GET pursuant to the Uniform Commercial Code (UCC) or any other remedy at law or equity may be exercised by GET and any failure by GET to exercise its rights hereunder shall not operate as a waiver of such rights. In no event will GET ever be liable for incidental or consequential damages under this Agreement.
25. **ENTIRE AGREEMENT, RULES OF CONSTRUCTION, APPLICABLE LAW.** This Agreement (together with all applicable Addendums, Amendments, Exhibits and Schedules which are attached hereto, incorporated herein by reference and shall be understood to be a part hereof as included in the body of this Agreement) is the sole and entire Agreement between GET and Dealer and supersedes all prior oral or written agreements regarding the purchase by GET from Dealer of Contracts as defined above. It is expressly acknowledged, understood, and agreed by Dealer and GET that, should Dealer assign any particular Contract to GET pursuant to an assignment provision contained in such Contract itself, Dealer and GET hereby revoke the terms of any such assignment and intend that this Agreement shall control the assignment of such Contract by Dealer to GET. Section headings are included in this Agreement for reference only and do not affect the interpretation of this Agreement. In this Agreement, the singular shall include the plural and the plural shall include the singular, unless the context requires otherwise. "Including," shall mean, "including, without limitation." In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected, and this Agreement shall continue in full force and effect. This Agreement shall be interpreted pursuant to the laws of the State of Florida.
26. **REPRESENTATIONS OF GET.** All business practices, acts, and operations of GET, the financing of automobile, and all contracts and disclosures, are in compliance with all applicable federal, state and local laws, regulations and ordinances.
27. **INDEMNITY BY GET.** GET shall indemnify, defend, and hold Dealer harmless from any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, asserted by any Buyer or Borrower arising out of any act, failure to act, or service provided by GET, its employees, agents, or representatives, and GET will be responsible for any losses incurred by Dealer as a result thereof.
28. **ATTORNEYS FEES.** In the event of any dispute between Dealer and GET arising out of this Agreement, the prevailing party will be entitled to recover its reasonable and necessary attorneys' fees and court costs.
29. **DEALER ACKNOWLEDGEMENT.** Dealer expressly acknowledges that it has read, understood, and had its attorney(s) or legal counsel(s) of its choice review the Agreement and the Terms & Conditions or has had such opportunity.

IN WITNESS WHEREOF, the duly authorized representatives of GET and Dealer have executed this Agreement with proper authority effective as of the Effective Date written below.

Dealership Name (Corporate Name): _____

DBA (If Applicable): _____

Signature: _____

Name: _____

Title: _____

Date: _____

Get Financed, LLC

Signature: _____

Name: _____

Title: _____

Date: _____