



Medallion Bank

Dealer Documentation Checklist

In order to complete your dealer file with Medallion Bank, the following documents need to be completed, signed, and returned to the address below or via fax to 888-730-5032.

- **Complete Dealer Information Sheet**
 - Owner section must show at least 50% ownership
 - Personal credit will be pulled on owners
- **Master Dealer Agreement**
 - Corporate Resolution (needed only for incorporated dealerships)
 - Finance Service Provider Addendum (required when dealer is using a financial service provider)
- **Most Recent Business Financials (needed for dealers in business less than 5 years)**
- **Copy of Current Business License**
- **Original Authorization for Direct Deposit form and a copy of a voided check.**

Phone Number: **866.688.6983** or **801.284.7065**
Fax Number: **888.730.5032** or **801.284.7078**
Website: **www.medallionbank.com**
Mailing Address: **1100 E 6600 S, Suite 510, Salt Lake City UT 84121**
Hours of Operation: **Mon – Fri 8am – 5pm MST**

Learn more about Medallion Bank
online at **www.medallionbank.com**

Medallion Bank

Dealer Information



YOUR BUSINESS				
Legal Name		DBA (If Applicable)		
Current Address		Telephone	Fax	
City	State	Zip	Years in Business	Federal Tax I.D. Number
Mailing Address <i>(if different than above)</i>				
Are there additional locations?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Owner's Email Address	
<i>(Please attach contact information.)</i>				
BUSINESS STRUCTURE AND PRODUCTS				
<input type="checkbox"/> Incorporated		<input type="checkbox"/> LLC		<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Partnership				
Products Offered		<input type="checkbox"/> Marine	<input type="checkbox"/> RV	<input type="checkbox"/> Horse Trailer
		<input type="checkbox"/> Utility Trailer	<input type="checkbox"/> Motorcycle	
New product lines offered _____				
OWNERS, PARTNERS, OFFICERS, OTHER PERSONS AUTHORIZED				
Name		Title	% Ownership	# of years as Owner
Address		City	State Zip	Soc. Sec. #
Name		Title	% Ownership	# of years as Owner
Address		City	State Zip	Soc. Sec. #
Finance Manager		Telephone Number		F & I Email Address
FLOORING OR BANKING REFERENCE				
Bank Name		Telephone		
Contact Person		Credit Line Amount		
Address		City	State	Zip
FINANCIAL INFORMATION				
Annual Sales (Please Check One) <input type="checkbox"/> < \$500K <input type="checkbox"/> \$500K to \$1M <input type="checkbox"/> \$1M to \$2M <input type="checkbox"/> \$2M to \$5M <input type="checkbox"/> > \$5M				
PLEASE ATTACH MOST RECENT FINANCIAL STATEMENTS OF YOUR BUSINESS				
<p>(1) I/We represent that the information given in this application is complete and accurate. I/We authorize you to check with reporting agencies, credit references and other sources disclosed herein when investigating the personal and corporate information given. (2) Applicant(s) requests a Dealer Non-Recourse Agreement. (3) I/We have read, and acknowledge receipt of a copy of the Medallion Bank Master Dealer Agreement and supporting documents attached to this application and agree to its terms. (4) I /We further certify that I/We are authorized to sign on behalf of the dealer listed above.</p>				
<p>_____</p> <p>Business</p>				
<p>X _____</p> <p>Owner's Signature</p>		<p>X _____</p> <p>Co-Owner's Signature</p>		
Title/Date		Title/Date		



Medallion Bank

Master Dealer Agreement

This Master Dealer Agreement ("Agreement") is entered into this ____ day of _____, _____, by and between the following parties:

Medallion Bank
An Industrial Bank

(Corporate/Business Name)
a _____ corporation

whose principal place of business is:

whose principal place of business is:

1100 East 6600 South, Suite 510
Salt Lake City, UT 84121

and whose mailing address is:

and whose mailing address is:

1100 East 6600 South, Suite 510
Salt Lake City, UT 84121

("Medallion Bank")

("Dealer")

RECITALS

- A. WHEREAS, Dealer is in the business of selling new and/or used recreational vehicles and/or recreational marine craft and/or other recreational products ("Property") as well as services related thereto.
- B. WHEREAS, Medallion Bank's principal business is banking, including the making of secured and unsecured loans and purchasing retail installment sale contracts.
- C. WHEREAS, Medallion Bank desires to increase its volume of purchase money loans ("Loans") and retail installment sale contracts ("Contracts") secured by Property.
- D. WHEREAS, Dealer provides various financing options to its customers (each a "Customer") including Loans and Contracts.
- E. WHEREAS subject to its credit standards, Medallion Bank desires to offer Loans to Customers or purchase Contracts from Dealer, evidenced on the form of Simple Interest Note and Security Agreement (the "Loan Agreement") or Retail Installment Sale Contract (the "RISC") attached hereto as Exhibit A.
- F. WHEREAS, Medallion Bank desires to engage Dealer to document certain Loans for Medallion Bank or purchase Contracts from Dealer, in accordance with the terms and conditions of this Agreement.
- G. WHEREAS, it is necessary that certain employees or agents of Dealer document Loans on behalf of Medallion Bank in order to facilitate this financing; and

- H. WHEREAS, Dealer agrees to permit its employees or agents to document Loans pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. ACCEPTANCE OF LOAN AGREEMENTS AND PURCHASE OF CONTRACTS.

- A. Medallion Bank, in its sole discretion, may engage assistance from Dealer to document Loans in the form of the Loan Agreement (including such revisions or updates of the Loan Agreement as Medallion Bank may specify from time to time) that are acceptable to Medallion Bank. Neither this Agreement nor any past conduct between Dealer and Medallion Bank will at any time obligate Medallion Bank to make any Loans to Dealer's Customers. When a Customer desires to have Medallion Bank finance a Customer's purchase of a Property, Dealer will contact Medallion Bank and provide Medallion Bank with the information Medallion Bank determines it needs in order to decide whether the Customer meets Medallion Bank's standards of creditworthiness. In the event that Medallion Bank determines it will make the Loan to the Customer, it will communicate that decision to Dealer either orally or in writing. Except as otherwise provided herein, this Agreement does not require Dealer to guarantee payment or performance.
- B. Alternatively and in Medallion Bank's sole discretion, Medallion Bank may wish to purchase Contracts from Dealer. Neither this Agreement nor any past conduct between Dealer and Medallion Bank will at any time obligate Medallion Bank to purchase any Contract from Dealer. When Dealer wants Medallion Bank to purchase a Contract, Dealer will contact Medallion Bank and provide Medallion Bank with the information that Medallion Bank determines it needs in order to decide whether the Customer meets Medallion Bank's standards of creditworthiness. In the event that Medallion Bank determines it will purchase the Contract, it will communicate that decision to Dealer either orally or in writing.
- C. Dealer Participation and Chargebacks
1. From time to time, Medallion Bank will communicate to the Dealer the interest rate applicable to Loans made by Medallion Bank to Customers. Such interest rate is referred to as the Buy Rate.
 2. Medallion Bank may permit the Dealer to offer a Loan to a Customer at either the Buy Rate or at an interest rate above the Buy Rate as expressly set forth in Medallion Bank's then-applicable rate sheets. An interest rate that is greater than the Buy Rate is referred to as the Dealer Rate. With respect to any Loan that evidences a Dealer Rate, Medallion Bank will pay to Dealer an amount as determined by Medallion Bank in its sole discretion (the Dealer Rate Payment).
 3. Medallion Bank may, in its sole discretion, make a payment to Dealer with respect to Loans evidencing the Buy Rate (the Buy Rate Payment). The Buy Rate Payment will be in such amount as determined by Medallion Bank in its sole discretion from time to time.
 4. The Dealer Rate Payment or the Buy Rate Payment, as applicable and if any, will be made to the Dealer at the time Medallion Bank makes the payment contemplated by Section 2 of the Agreement.
 5. Notwithstanding anything to the contrary herein or in the Agreement, Dealer agrees that in the event a Customer who is obligated on a Loan for which Dealer received a Dealer Rate Payment or a Buy Rate Payment pays off such Loan in full within 183 days after the date of such Loan, or if the Property securing such Loan is repossessed, replevied, voluntarily surrendered or otherwise taken possession of by Medallion Bank or its agents or assigns at any time within 1 year after the date of such Loan (each, a Refund Event), Dealer hereby agrees, represents and warrants that it will pay an amount equal to the full

amount of the Dealer Rate Payment or Buy Rate Payment, as applicable, paid to it by Medallion Bank for such Loan (the Refund Payment) to Medallion Bank within 10 business days after it is notified by Medallion Bank of the occurrence of such Refund Event. Such notification will be made in accordance with the Agreement, and will be effective when mailed by Medallion Bank. Any Refund Payment not received by Medallion Bank within the time period set forth on the notice will accrue interest at the rate of ten per cent (10%) per annum, or the highest rate permitted by applicable law, whichever is less. Dealer hereby authorizes Medallion Bank to deduct the Refund Payment plus any accrued interest from any future payments Medallion Bank may be obligated to pay to Dealer to the extent Dealer fails to make any Refund Payment.

2. **MEANS OF PAYMENT.**

When Dealer requests that Medallion Bank purchase a Contract or requests on a Customer's behalf that Medallion Bank make a Loan to the Customer, Dealer shall submit such request to Medallion Bank with all documentation (hereinafter "Required Documentation") that Medallion Bank may require from time to time to assist Medallion Bank in its determination to approve the Loan or Contract. Upon receipt of the Required Documentation (defined below in Paragraph #3) by Medallion Bank in Salt Lake City, Utah, Medallion Bank will, as promptly as possible but no later than three (3) banking days thereafter, mail a bank draft or wire funds directly to Dealer in an amount communicated to Dealer at the time of Loan approval or Contract acceptance.

3. **REQUIRED DOCUMENTATION.**

For each Loan documented by Dealer for the benefit of Medallion Bank or each Contract Dealer desires Medallion Bank to purchase, Dealer will deliver to Medallion Bank the original Loan Agreement or Contract, as applicable, together with the Required Documentation. Dealer must deliver the Required Documentation on forms previously reviewed and approved by Medallion Bank. A copy of Medallion Bank's current Loan Agreement or Contract, as applicable, has been furnished to Dealer with this Agreement. Medallion Bank agrees to promptly furnish Dealer with any updates or amendments of the Loan Agreement or Contract, as applicable, as the same may be amended from time to time.

It is understood that, unless otherwise waived by Medallion Bank, the Required Documentation will include an original Certificate of Title to the Property naming Medallion Bank as first lien holder, which Certificate of Title, among other documents, may not always be available before Medallion Bank funds the Loan or Contract. Accordingly, if Medallion Bank funds a Loan or Contract before receipt of all the Required Documentation, Dealer's obligations pursuant to the terms of this Agreement constitute an unconditional guaranty of full payment to Medallion Bank. Dealer's failure to provide Medallion Bank with the Required Documentation within a reasonable time after Medallion Bank funds the Loan or Contract constitutes a default under this Agreement requiring that the Dealer purchase the Loan or Contract in question at a price equal to the entire outstanding principal balance of the Loan or Contract at the time of purchase, plus any accrued interest and unpaid interest or finance charges, and other charges reasonably incurred by Medallion Bank if so requested by Medallion Bank.

4. **DOCUMENTATION OF LOANS.**

A. Appointment of Documentation Agents

Dealer will appoint one or more employees or agents of Dealer as agents on behalf of Medallion Bank for the sole and limited purpose of documenting Loans that are acceptable to Medallion Bank. This Agreement refers to such employees or agents hereinafter as "Documentation Agents." Dealer will have the sole discretion to choose Documentation Agents, subject to approval by Medallion Bank. Employees or agents of Dealer who are not Documentation Agents cannot document Loans.

B. Authority of Dealer

Dealer, through the Documentation Agents it appoints, shall have the authority under this Agreement to document Loans acceptable to Medallion Bank on behalf of Medallion Bank. This Agreement grants no other authority to Dealer, including, without limitation, any authority to bind or commit Medallion Bank to making any Loan. Dealer is at all times solely responsible and liable for the acts or omissions of the Documentation Agents.

C. Acceptable Loans

Medallion Bank retains sole discretion to determine the acceptability of proposed Loans. Dealer represents and warrants that the Documentation Agents will not obtain a Customer's signature on any Loan Agreement until Medallion Bank has received the credit application data requested by Medallion Bank, determined that the proposed Loan meets its credit standards, and notified Documentation Agents that it approves the Loan.

D. Acceptable Rates

Medallion Bank will establish acceptable rates for Loans. Dealer represents and warrants that the Documentation Agents will not document Loans with annual percentage rates in excess of or below Medallion Bank's acceptable rates.

E. Perfection of Security Interest in Property

Unless otherwise waived by Medallion Bank, dealer represents and warrants that the Documentation Agents will perform, at the time a sale of Property financed with the proceeds of a Loan consummates, all acts necessary to perfect a first priority security interest in such Property in favor of Medallion Bank.

F. Required Insurance

Unless prohibited by law, or otherwise waived by Medallion Bank, each Customer must provide evidence of physical damage insurance acceptable to Medallion Bank covering the Property securing a Loan against fire, theft and collision. Dealer represents and warrants that the Documentation Agents will furnish complete and accurate information about such insurance to Medallion Bank before Medallion Bank will fund a Loan.

G. USA PATRIOT Act of 2001 Obligations and Other Obligations

For each Loan, Dealer agrees to obtain certain information required by Medallion Bank from time to time from each Customer to verify the identity of each Customer prior to consummation of the transaction. Dealer agrees to provide each Customer with a notice that explains that Medallion Bank requests information to verify the Customer's identity. Dealer further agrees to comply with all other requirements Medallion Bank may impose in order to implement the Customer Identification Program created by Medallion Bank to comply with Medallion Bank's obligations under the USA PATRIOT Act of 2001. Dealer represents and warrants that it is aware of its independent obligations under the USA PATRIOT Act of 2001 and agrees to comply with those obligations.

Dealer further represents and warrants that it will provide Medallion Bank's then current Privacy Policy to the borrower/buyer prior to consummation of a Loan or Contract, and undertake further actions and/or provide further notices as Medallion Bank reasonably may require from time to time in order to comply with legal or regulatory requirements.

H. Additional Responsibilities of Documentation Agents and Dealer

With respect to each Loan, Documentation Agents and Dealer represent and warrant as follows:

- (1) The Customer will use the Loan proceeds to purchase the Property described in the Loan Agreement;
- (2) Dealer holds title to the Property at the time of sale free of any liens, except liens in favor of Dealer's flooring financing arrangement;
- (3) To the best of the Dealer's and Documentation Agents' knowledge, the Customer's credit application submitted to Medallion Bank is accurate;
- (4) Medallion Bank approved the Loan in accordance with its applicable business practices before documentation Agents advised Customer that Medallion Bank intends to make the Loan;
- (5) The Loan is documented on forms approved by Medallion Bank;
- (6) All disclosures required by the law were properly made to the Customer before the Customer signed the Loan Agreement;
- (7) The Loan Agreement is enforceable in accordance with its terms;
- (8) Documentation Agents and Dealer have complied with all applicable laws and agreements and Documentation Agents have not exceeded the scope of their authority granted hereunder;
- (9) Dealer and Documentation Agents have all licenses required by law;
- (10) All insurance documentation relating to insurance financed under the Loan Agreement will be delivered to the Customer within the time required by law;
- (11) If any portion of the Loan proceeds will be used to purchase credit insurance or property insurance from or through Dealer or an affiliate of Dealer, Documentation Agents will ensure that such insurance notes Medallion Bank as the first lien holder;
- (12) If any portion of the Loan proceeds will be used to purchase credit insurance or property insurance from or through Dealer or an affiliate of Dealer, such insurance will be valid and collectible according to its terms and Dealer will recognize any right to cancel credit insurance the Customer may have under applicable law;
- (13) If Customer uses Loan proceeds to purchase extended warranty protection or a service contract offered by or through Dealer, Dealer agrees to indemnify Medallion Bank for any expense or loss Medallion Bank suffers as a result of the assertion of a claim or defense under the warranty or service contract if Dealer is not able to resolve the dispute with the Customer within ninety days of the oldest unpaid installment; and
- (14) Documentation Agents have complied with all instructions received from Medallion Bank from time to time.

5. SUPERVISORY RESPONSIBILITIES OF DEALER.

Dealer will supervise the activities of Documentation Agents pursuant to this Agreement and will ensure that Documentation Agents perform all acts required of them by this Agreement in a manner acceptable to Medallion Bank. Performance of each act required of Documentation Agents is material to Medallion Bank's approval and consummation of each Loan. If Documentation Agents fail to perform any required acts or keep any promises of Dealer made under this Agreement, Dealer is deemed to have breached this Agreement. Dealer will also ensure that Documentation Agents obtain and display, in the manner required, any registration certificate or license required by law as a result of the activities of Documentation Agents pursuant to this Agreement.

6. PAYMENTS RECEIVED BY MEDALLION BANK.

Dealer hereby grants to Medallion Bank a power of attorney to endorse Dealer's name to any remittance offered as payment on any Loan or Contract and to retain the proceeds thereof as payment on such Loan or Contract. The parties agree that this power is coupled with an interest and is irrevocable. This power survives the termination of this Agreement.

7. PAYMENTS RECEIVED BY DEALER.

If Dealer receives any payments payable to Medallion Bank with respect to any Loan or Contract, Dealer will hold such funds in trust for Medallion Bank, will not commingle such funds with Dealer's own funds, and will promptly deliver the funds to Medallion Bank. If any Property covered by any Loan or Contract comes into the possession of Dealer while the Customer is indebted to Medallion Bank for such Property, Dealer will promptly notify Medallion Bank, hold the Property in trust for Medallion Bank, and will deliver the Property to Medallion Bank on demand. Dealer may charge a reasonable storage fee for storage of the Property pending disposition to Medallion Bank only for that period of storage that exceeds thirty (30) days.

8. PROMOTIONAL AND OTHER MATERIALS.

Dealer is solely responsible (cost and otherwise) for providing all promotional brochures, literature, and similar materials needed to offer financing to its Customers from Medallion Bank. Dealer is solely responsible (cost and otherwise) for the distribution of all other promotional and other materials. Dealer will not refer to Medallion Bank in any such materials without Medallion Bank's prior written approval.

9. DEALER REPRESENTATIONS AND WARRANTIES.

With respect to each Loan documented by Dealer on behalf of Medallion Bank or Contract purchased by Medallion Bank pursuant to this Agreement, Dealer represents and warrants as follows:

- A. Dealer has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement has been duly and validly authorized by all requisite corporate, limited liability company or partnership proceedings, and no other corporate, limited liability company or partnership proceedings are necessary to authorize the execution, delivery and performance of this Agreement. The execution, delivery and performance of this Agreement do not conflict with Dealer's organizational documents or any material agreement to which Dealer is a party. This Agreement has been duly executed and delivered by Dealer and constitutes the valid and binding obligation of Dealer, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights or by general principles of equity. If a corporation or a limited liability company, Dealer is duly organized, validly existing, and in good standing under the laws of the state in which it conducts business. As to the Property, Dealer is a merchant in goods of that kind.
- B. Each Customer has legal capacity to enter into the Loan or Contract, as applicable, executed by such Customer, and such Loan or Contract, as applicable, is and will be legally enforceable against the Customer.
- C. No obligation of any Customer, guarantor or surety with respect to any Loan or Contract, as applicable, will be obtained by fraudulent or other illegal means. Each Loan or Contract, as applicable, and terms and conditions thereof complies with applicable laws, rules and regulations. All other documents and information obtained or prepared by Dealer, Documentation Agents, Customers and other parties and submitted to Medallion Bank, will comply with Medallion Bank's policies and procedures and all applicable federal, state, and local laws, ordinances and regulations. Dealer has at all times all applicable licenses, permits or similar authorization from all applicable governmental agencies required to engage in the activities contemplated by this Agreement.
- D. Dealer will comply with Medallion Bank's policies and procedures and all applicable federal, state, and local laws, ordinances and regulations, including, but not limited to, the Equal Credit Opportunity Act and all regulations promulgated thereunder.

- E. The down payment for the Property is in cash or fair trade allowance, or a combination of both, and is not represented by or does not consist of the Customer's deferred obligations. There is no negative equity amount included in the amount financed under the Loan or Contract, as applicable.
- F. The "Finance Charge" set out in the Loan or Contract, as applicable, is in each case the actual sum of all charges directly or indirectly charged and imposed on the Customer as a condition for the extension of credit.
- G. There is no refund or rebate due under the Loan or Contract, as applicable, to any person or entity except as specified.
- H. In accordance with instructions it receives from Medallion Bank from time to time, Dealer will apply for and obtain proper title and/or registration for the Property, as applicable, showing the Customer as registered owner and Medallion Bank as first lien holder, or will otherwise obtain appropriate evidence of a perfected security interest in favor of Medallion Bank.
- I. Customer has not obtained any right in or possession of the Property by fraud or unlawful scheme.
- J. All signatures on the Loan or Contract, as applicable, are genuine.
- K. Each Loan or Contract, as applicable, is genuine, and arose from the bona fide sale of the Property described therein in the ordinary course of Dealer's business.
- L. The Property is free from liens and/or encumbrances, except as granted to Medallion Bank under the Loan or Contract, as applicable.
- M. The Property has been delivered into the possession of the Customer named in the Loan or Contract, as applicable.
- N. All information provided from Dealer to Medallion Bank in connection with the Loan or Contract, as applicable, is true and all information provided from Customer to Medallion Bank in connection with any Loan or Contract, as applicable, is true to the best of Dealer's knowledge.
- O. Dealer is not aware that the actual user of the Property is anyone other than the Customer(s) named in the Loan or Contract, as applicable. Medallion Bank makes its decision to extend credit to the Customer based upon the assumption that the Customer will be the principal user of the Property; if Dealer is aware that any other person, such as a child or friend of the Customer, will be the principal user of the Property, then Dealer will insure that such other person is specifically named on all documents on which Medallion Bank relies in extending credit.
- P. Dealer will furnish to Medallion Bank, within ninety (90) days of Dealer's year end, an annual financial statement setting forth Dealer's assets, liabilities, and income in accordance with generally accepted accounting principles. Dealer will also furnish such other financial statements and information regarding its business affairs and financial condition as Medallion Bank may from time to time in good faith require.
- Q. Dealer is not aware that any Customer has filed or is reasonably expected to file voluntary petition in bankruptcy, or has sought or is reasonably expected to seek protection under any bankruptcy law or under any state or federal law affecting creditor's rights.

- R. There is no lawsuit or other proceeding pending or, to the best knowledge of Dealer, threatened, against or affecting a Customer or any other person or entity before any court, arbitrator, or administrative or governmental body, which relates to or will affect or encumber the Loan or Contract, as applicable, or any security therefor.
- S. All federal, state, county, local and other taxes due and payable with respect to the Loan or Contract, as applicable, the Property securing the Loan or Contract, as applicable, and the business of the Dealer have been paid. To the best of Dealer's knowledge, the Dealer has no outstanding or unsatisfied deficiency tax assessments with respect to its present or any former businesses.
- T. No representation, warranty, or covenant by the Dealer contained in this Agreement, or any statement or certificate furnished to or to be furnished by Dealer pursuant to this Agreement, contains (or will contain) any untrue statement of a material fact or omits (or will omit) to state a material fact necessary to make the statements contained therein not misleading.

10. GRAMM-LEACH-BLILEY REQUIREMENTS.

A. Definitions.

The parties agree that when used in this Section 10, the terms defined in the Gramm-Leach-Bliley Act ("GLBA"), and its implementing regulations and Interagency Guidelines, including "Customer Information," shall have the meaning set forth therein and the Parties expressly incorporate such definitions.

B. Safeguarding Customer Information.

Dealer shall maintain physical, electronic and procedural controls and safeguards in compliance with applicable federal and state laws and regulations to protect the Customer Information that Dealer receives on behalf of Medallion Bank. These controls shall include, but not be limited to, the maintenance of appropriate safeguards to restrict access to the Customer Information received on behalf of Medallion Bank to those employees, agents or service providers of Dealer who need such information to carry out the purpose(s) for which the Customer Information was received by Dealer. For information received in electronic form, Dealer agrees that such safeguards must include electronic barriers (e.g., "firewalls" or similar barriers) and password protected access to the Customer Information. For information received in written form, Dealer agrees that such safeguards must include secured storage of the Customer Information.

C. Dealer's Use and Disclosure of Customer Information.

Dealer agrees that it will use and may disclose the Customer Information received under this Agreement only for one or more of the following purposes and subject to the limitations described herein:

1. Administration Using Received Customer Information. Dealer may use and disclose the Customer Information received under this Agreement to effect, administer, or enforce a transaction requested or authorized by the Customer, or in connection with: (A) servicing or processing a financial product or service requested or authorized by the Customer; or (B) maintaining or servicing the Customer's account with Medallion Bank.
2. Consumer's Consent. Dealer may use and disclose the Customer Information received under this Agreement with the consent of or at the direction of the Customer.
3. Permitted or Required by Law. Dealer may use and disclose the Customer Information received under this Agreement to the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, including a

federal functional regulator, the Secretary of the Treasury, a state insurance authority, or the Federal Trade Commission, self-regulatory organizations, or for an investigation on a matter related to public policy.

D. Representations and Warranties by Dealer.

Dealer warrants and represents as follows:

1. **Use and Disclosure of Customer Information.** Dealer shall use or disclose the Customer Information received on behalf of Medallion Bank only for those purpose(s) set forth in paragraph C. Dealer shall not use or disclose the Customer Information to any non-affiliated third-party except to the extent necessary to carry out the purpose(s) for which the Customer Information was received on behalf of Medallion Bank.
2. **Dealer's Affiliates.** Any affiliate of Dealer shall use and disclose Customer Information to any non-affiliated third-party only to the extent that Dealer could use and disclose such information under this Agreement.

E. Handling Of Customer Information Upon Termination.

Dealer agrees that, upon termination of this Agreement pursuant to Section 16, Dealer shall provide Medallion Bank with all Customer Information received on behalf of Medallion Bank and retained by Dealer within 10 days of such termination. Dealer shall not retain any copies or records of the Customer Information received on behalf of Medallion Bank.

F. Survival.

The obligations undertaken and agreements made in Sections 10(C)-(F) shall survive the termination of this Agreement and shall continue indefinitely for so long as Dealer shall remain in possession of or have access to any Customer Information received on behalf of Medallion Bank. The Parties acknowledge and agree that Medallion Bank will sustain irreparable injury in the event of breach by Dealer of these terms and that Medallion Bank does not and will not have an adequate remedy at law for such breach. Accordingly, Dealer agrees that if it breaches or threatens a breach of these obligations, Medallion Bank shall be entitled to immediate injunctive relief. The foregoing shall not, however, be deemed to limit Medallion Bank's remedies at law or in equity for any such breaches or for the breach of any other term of this Agreement.

11. UNEARNED INSURANCE PREMIUMS.

If, without fault of Medallion Bank, Medallion Bank suffers any loss on any Loan or Contract as a result of a repossession, bankruptcy, or a total loss of Property, Dealer agrees to pay to Medallion Bank all unearned insurance premiums, including but not limited to warranty insurance, credit life, and disability insurance in accordance with applicable law.

12. DEFAULT.

If Dealer defaults in the performance of any obligation to Medallion Bank, whether pursuant to this Agreement or otherwise, or breaches any representation or warranty contained in this Agreement, Medallion Bank, at its election, may notify Dealer of such default or breach and may, unless the Dealer cures the breach within ten (10) days after any such notice, demand payment from Dealer of the Purchase Price. The Purchase Price, as to any Loan or contract, will be the then outstanding unpaid balance (principal and accrued and unpaid interest or finance charges) of the Loan or Contract, as applicable, with respect to which the breach occurred, together with all costs (including reasonable attorneys' fees, whether or not a Medallion Bank salaried employee serves as attorney for Medallion Bank) incurred by Medallion Bank in relation thereto and Dealer will promptly pay such amount to Medallion Bank, in cash or certified funds.

Notwithstanding the preceding paragraph, Dealer may cure any breach as follows:

- A. Purchase any affected Loan or Contract, as applicable, at the Purchase Price.
- B. If the breach results from the Dealer's failure to submit the Required Documentation, the Dealer may submit such Required Documentation within the time prescribed by Medallion Bank.
- C. By any other means which Medallion Bank and Dealer agree to in writing.

If any law prohibits Dealer from purchasing a Loan or Contract as contemplated by this Agreement, Dealer shall still be obligated to pay the Purchase Price to Medallion Bank. Upon receipt of the Purchase Price, Medallion Bank agrees to service and collect such Loan or Contract in accordance with its ordinary policies and procedures, and to pay the proceeds to Dealer less Medallion Bank's fees for providing such services.

13. FURTHER ASSURANCE.

Each party to this Agreement will execute and deliver all such further instruments and documents as may be reasonably requested by the other party in order to fully carry out the transactions contemplated by this Agreement. Each party hereto represents and warrants that it has the right, power, legal capacity, authority and means to enter into and perform this Agreement (as well as the documents referenced in this Agreement), and that the same will not contravene or result in the violation of any agreement, rule, or regulation to which any such party may be subject. In this connection, Dealer will deliver to Medallion Bank upon execution of this Agreement, a certified copy of a corporate resolution substantially in the form of attached Exhibit B.

14. NONINVOLVEMENT OF MEDALLION BANK.

At no time is Dealer affiliated or under common control with Medallion Bank. Nothing contained in or any action contemplated or taken under this Agreement creates a partnership or joint venture between Medallion Bank and Dealer. The services of Dealer under this Agreement, except as otherwise expressly provided, are rendered independent of Medallion Bank, and Dealer is not otherwise an agent, employee or representative of any kind or nature of or for Medallion Bank.

15. REMEDY FOR BREACH

If Dealer breaches this Agreement, Dealer will pay Medallion Bank all losses and expenses incurred by Medallion Bank as a result of such breach. In addition, Dealer will indemnify Medallion Bank for any losses incurred by Medallion Bank because of any judicial set-off or recovery suffered because of any claim or defense asserted against Medallion Bank as a result of any act or omission on the part of Dealer or the Documentation Agents to the extent such act or omission was outside the scope of authority granted under this Agreement. Dealer will be liable even if a waiver, compromise, settlement or variation of the terms of the Loan Agreement releases a Customer.

16. TERMINATION

Medallion Bank or Dealer may terminate this Agreement upon written notice to the other party, effective immediately. Medallion Bank may terminate the agency of any Documentation Agents appointed pursuant to Section 4 above, upon written notice to Dealer, effective when sent. In the event Dealer terminates the employment of, or its other relationship with, a Documentation Agent appointed pursuant to Section 4, Dealer will promptly notify Medallion Bank of such termination. The agency of such Documentation Agent terminates as of the time such Documentation Agent's employment or other relationship with the Dealer terminated. The termination of this Agreement will not release Medallion Bank or Dealer from any obligations incurred with regard to Loans that are subject to this Agreement.

17. AMENDMENTS

No modification of the terms of this Agreement will bind Dealer or Medallion Bank unless it is in writing and is signed by authorized representative of Medallion Bank.

18. MISCELLANEOUS

A. Dealer Not Made Agent or Representative of Medallion Bank

This Agreement does not make either the Dealer or Medallion Bank the agent or legal representative of the other for any purpose whatsoever, except as discussed at Section 4 above, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Neither party owes the other any fiduciary obligation. Except for the limited purpose of documenting Loans pursuant to this Agreement, neither the Dealer nor the employees and agents of Dealer acting as Documentation Agents will be agents or legal representatives of Medallion Bank.

B. Participation at Dealer's Election

Dealer's participation in this Agreement is at Dealer's sole election and Medallion Bank and Dealer acknowledges that Dealer is free to secure either wholesale or retail financing from the financial institution of Dealer's choice.

C. Entire Agreement

This Agreement applies to all past and future Loans prepared by Dealer for Medallion Bank or Contracts purchased by Medallion Bank, as applicable, constitutes the entire agreement between the parties and supersedes all prior agreements of the parties with respect to the subject matter of this Agreement. No waiver of any of the provisions of this Agreement constitutes a waiver of any other provision, nor will any waiver constitute a continuing waiver.

D. Additional Rights and Liabilities

The rights and liabilities of Medallion Bank and Dealer in this Agreement are in addition to those set forth in the Loans or Contracts, as applicable, and any related agreements between Dealer and Medallion Bank. No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by all parties as described in Section 16.

E. Assignment

This Agreement binds, and inures to the benefit of, the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, Dealer may not assign this Agreement or any rights or obligations hereunder, voluntarily, involuntarily, by operation of law or otherwise without Medallion Bank's prior written consent which Medallion Bank may withhold for any reason whatsoever. Medallion Bank may assign this Agreement to the extent it deems that such assignment does not materially and detrimentally affect the rights and obligations of Dealer.

F. Severability

In the event that any provision of this Agreement is held unenforceable, such provision is severable from the remaining provisions of this Agreement and the remainder of the Agreement remains in full force and effect.

G. Indemnification

Each party to this Agreement agrees to indemnify, defend, and hold harmless the other party against all claims, demands, losses, costs, expenses, fees (including reasonable attorneys' fees, whether or not such party employs

the attorney), liabilities, damages, and judgments, that said other party will incur as a result from obligations contemplated by this Agreement. In particular, Dealer agrees to indemnify Medallion Bank as provided above in any action or claim brought or asserted by the Customer or any other person in connection with any Loan or Contract, as applicable, by reason of any improper action taken by Dealer in connection with such Loan or Contract, as applicable, or by reason of any action or inaction of the Dealer that would breach this Agreement.

H. Governing Law

This Agreement is not complete until executed by Medallion Bank at its offices in Salt Lake City, Utah. The laws of the State of Utah shall govern this Agreement.

I. Costs and Attorneys' Fees

If any legal action or other proceeding is brought for the enforcement of this Agreement, the successful or prevailing party is entitled to recover reasonable attorneys' fees (whether or not such party employs the attorney), and any other fees and costs incurred in the action or proceeding, in addition to any other relief to which such party is entitled.

J. Notices

Any notice required or otherwise to be given by any party under this Agreement will be in writing and mailed, postage prepaid, to the address of the other party specified in this Agreement or such other address as will have been theretofore specified in writing.

K. Headings

Headings this Agreement are for convenience only and do not limit or construe this Agreement.

DATED as of the day and year provided at the beginning of this Agreement.

"DEALER":

(Dealership Name)

BY: _____
(Owner)

ITS: _____
(Title)

"MEDALLION BANK":

Medallion Bank

BY: _____

ITS: _____

Revised 02/2016

Medallion Bank

Corporate Resolution



THIS DOCUMENT MUST BE COMPLETED IF YOU ARE A CORPORATION

This is to certify that a Special Meeting of the Board of Directors of _____, a _____ corporation (the "Corporation"), duly called and held on the ____ day of _____, _____, in the principal office of the corporation in _____, at which a quorum was present, the following resolution was unanimously adopted:

WHEREAS, the _____ of this Corporation, _____, (hereinafter, "Designated Signatory") is about to execute a Master Dealer Agreement (Agreement) with Medallion Bank (the "Bank") in Salt Lake City, Utah, setting forth the Bank's and the Corporation's rights and responsibilities with respect to the origination of certain loans by the Corporation acting on behalf of the Bank and/or the purchase of certain contracts from the Corporation by the Bank.

WHEREAS, it is the opinion of this Board of Directors that the execution of the Agreements is in the best interests of this Corporation and that the consideration offered by the Bank there under is fair and adequate;

NOW, THEREFORE, BE IT RESOLVED: that the execution of the Agreement by the Corporation for such consideration and upon such terms and conditions and with such covenants, representations and warranties and under such other terms and conditions as said Designated Signatory may deem sufficient, necessary or desirable, be and the same is hereby authorized, approved and ratified as the act and deed of the corporation. Furthermore, the Designated Signatory is hereby authorized to execute any and all other documents and to do whatever else is necessary and proper to implement this Resolution.

IN WITNESS WHEREOF,

I have hereto set my hand and the seal of this corporation this ____ day of _____, _____.

Corporate Secretary Signature*

Printed Name*

*If the Corporation does not have a Corporate Secretary, an authorized officer of the Corporation may sign this Resolution.



Medallion Bank

Performance Guaranty

This PERFORMANCE GUARANTY (this "*Guaranty*") is made as of the _____ day of _____, 20____ by _____ (the "*Guarantor*"), in favor of _____ (Month) _____ (Year) _____ (Owner) Medallion Bank (the "*Bank*"), in connection with that certain Master Dealer Agreement, dated as of the date hereof (the "*Dealer Agreement*"), by and between _____ (the "*Dealer*") and the Bank. _____ (Dealership Name)

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Dealer Agreement. In addition, the following terms have the following meanings (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Guaranteed Obligations" means all present and future liabilities and obligations (howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due) of the Dealer, arising under or in connection with the Dealer Agreement and shall include, without limitation, all liability for costs, expenses, indemnifications and all other amounts due or to become due from the Dealer under the Dealer Agreement, including, without limitation any such amounts that accrue after the commencement of a bankruptcy, insolvency or similar proceeding (in each case whether or not allowed as a claim in such proceeding).

2. Guaranty. For value received and in consideration of the transactions contemplated by the Dealer Agreement, the Guarantor unconditionally guarantees for the benefit of the Bank the full and prompt performance and payment when due of all the Guaranteed Obligations. In addition, the Guarantor shall pay to the Bank on demand and in immediately available funds an amount equal to all reasonable fees, costs and expenses (including, without limitation, all court costs and all reasonable attorneys' and paralegals' fees, costs and expenses) paid or incurred by the Bank in: (1) endeavoring to perform or collect all or any part of the Guaranteed Obligations from, or in prosecuting any action against, the Guarantor relating to this Guaranty or the Dealer Agreement or the transactions contemplated hereby or thereby or (2) preserving, protecting or defending the enforceability of, or enforcing, this Guaranty or its rights hereunder. In addition, the Guarantor further agrees to pay to (or reimburse) the Bank, on demand and in immediately available funds, interest on any amount due hereunder, from the date of demand under this Guaranty until paid in full.

3. Obligations Unconditional. The Guarantor hereby agrees that its obligations under this Guaranty shall be unconditional, irrespective of:

- (i) the validity, enforceability, avoidance or subordination of any of the Guaranteed Obligations or the Dealer Agreement;
- (ii) the absence of any attempt by, or on behalf of, the Bank to collect, or to take any other action to enforce, all or any part of the Guaranteed Obligations whether from or against the Dealer, any other guarantor of the Guaranteed Obligations or any other party;

(iii) the election of any remedy by, or on behalf of, the Bank with respect to all or any part of the Guaranteed Obligations;

(iv) the waiver, amendment, consent, extension, forbearance or granting of any indulgence by, or on behalf of, the Bank with respect to any provision of the Dealer Agreement;

(v) any actual or alleged fraud by any party (other than the Bank); or

(vi) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of the Dealer or a guarantor (other than the defense of payment or performance).

4. Representations and Warranties. The Guarantor hereby represents and warrants to, and covenants with the Bank that there is no litigation pending or, to the Guarantor's knowledge, after due inquiry, threatened, which if determined adversely to the Guarantor, would adversely affect the execution, delivery or enforceability of this Guaranty, or any of the duties or obligations of the Guarantor hereunder, or which would have a material adverse effect on the financial condition of the Guarantor.

5. Enforcement; Application of Payments. Upon the occurrence of a default by the Dealer in the performance of any obligation to the Bank pursuant to the Dealer Agreement, the Bank may proceed directly and at once, without notice, against the Guarantor to obtain performance of and to collect and recover the full amount, or any portion, of the Guaranteed Obligations, without first proceeding against the Dealer or any other party. Subject only to the terms and provisions of the Dealer Agreement, the Bank shall have the exclusive right to determine the application of payments and credits, if any, from the Guarantor, the Dealer or from any other party on account of the Guaranteed Obligations or any other liability of the Guarantor to the Bank.

6. Waivers.

(i) The Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of receivership or bankruptcy of the Dealer, protest or notice with respect to the Guaranteed Obligations, all setoffs and counterclaims and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guaranty, the benefits of all statutes of limitation, and all other demands whatsoever (and shall not require that the same be made on the Dealer as a condition precedent to the Guarantor's obligations hereunder), and covenants that this Guaranty will not be discharged, except by complete performance and payment (in cash) of the Guaranteed Obligations.

(ii) The Bank is hereby authorized, without notice or demand and without affecting the liability of the Guarantor hereunder, from time to time, (a) with the agreement of the Dealer (if the Bank does not otherwise have the unilateral right to renew, extend, accelerate or otherwise change), to renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to, all or any part of the Guaranteed Obligations, or to otherwise modify, amend or change the terms of the Dealer Agreement; (b) to accept partial payments on all or any part of the Guaranteed Obligations; and (c) to settle, release, exchange,

enforce, waive, compromise or collect or otherwise liquidate all or any part of the Guaranteed Obligations, this Guaranty, any other guaranty of all or any part of the Guaranteed Obligations. Any of the foregoing may be done in any manner, without affecting or impairing the obligations of the Guarantor hereunder.

7. Enforcement; Amendments; Waivers. No delay on the part of the Bank in the exercise of any right or remedy arising under this Guaranty, the Dealer Agreement or otherwise with respect to all or any part of the Guaranteed Obligations shall operate as a waiver thereof, and no single or partial exercise by the Bank of any such right or remedy shall preclude any further exercise thereof. No modification or waiver of any of the provisions of this Guaranty shall be binding upon the Bank, except as expressly set forth in a writing duly signed and delivered by the Bank.

8. Effectiveness; Termination. This Guaranty shall become effective upon its execution by the Guarantor and shall continue in full force and effect and may not be terminated or otherwise revoked until the Guaranteed Obligations have been performed or paid in full.

9. Successors and Assigns. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of the Bank and its successors and assigns; *provided, however,* that the Guarantor may not assign any of its rights or obligations hereunder without the prior written consent of the Bank.

10. GOVERNING LAW. THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF UTAH.

11. JURY WAIVER. EACH OF THE PARTIES HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREUNDER.

12. Further Assurances. If the Guarantor fails to perform any of its obligations hereunder, the Bank may (but shall not be required to) perform, or cause performance of, such obligation; and the Bank's reasonable costs and expenses incurred in connection therewith shall be payable by the Guarantor.

13. Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including communication by facsimile copy) and mailed, transmitted or delivered, as to each party hereto, at its address set forth as follows: (i) if to the Guarantor:

(Owner Address) (City) (State) (Zip)

Telephone No.: _____, Facsimile No.: _____, or at such other address as shall be designated by such party in a written notice to the Bank and (ii) if to the Bank: 1100 East 6600 South Suite 510, Salt Lake City, Utah 84121, Attention: Marketing Department, Telephone No.: 866-688-6983, Facsimile No.: 888-730-5032, or at such other address as shall be designated by such party in a written notice to Guarantor. All such notices and communications shall be effective, upon receipt, or in the case of (a) notice by mail, five days after being deposited in the United States mails, first-class postage prepaid, (b) notice by facsimile copy, when verbal communication of receipt is obtained, (c) in the case of personal delivery or overnight mail, when delivered or (d) upon delivery thereof if delivered by electronic submission.

14. Execution in Counterparts; Severability; Integration. This Guaranty may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Guaranty by facsimile or portable document format (PDF) shall be effective as delivery of a manually executed counterpart of this Guaranty. In case any provision in or obligation under this Guaranty shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Guaranty contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings other than the Dealer Agreement executed as of the date hereof to which the Bank is a party.

IN WITNESS WHEREOF, this Guaranty has been duly executed by the Guarantor as of the day and year first set forth above.

By _____
Name:

Acknowledged and agreed to
as of the ____ day of _____, 20____

MEDALLION BANK

By: _____
Name:
Title:

Medallion Bank

Dealer Authorization for ACH Deposit



In order for Medallion Bank to ACH for your funds, please fill out this form completely & **INCLUDE A VOIDED CHECK**. Remember that all funds must be sent via ACH to a company account.

WE AUTHORIZE THAT ALL LOAN FUNDING PROCEEDS FROM MEDALLION BANK BE SENT VIA ACH TO:

YOUR COMPANY INFORMATION

Corporate Name _____

Name of Dealership _____

Account Name (if different than above) _____

Bank Account Number _____

If you have multiple locations, do all ACH's go to this account? (Y/N)
(If not, each store must complete a separate ACH request form.)

Contact Person _____ Phone _____

Fax _____

YOUR BANK INFORMATION

Bank Name _____ Phone _____

Bank Address _____

City, State, Zip _____

Bank's ACH ABA Number _____

Please have an authorized Dealership Representative sign & date. Be sure to include a copy of a voided check.

Signature & Title

Date

Phone Number: **866.688.6983** or **801.284.7065**
Fax Number: **888.730.5032** or **801.284.7078**
Website: **www.medallionbank.com**
Mailing Address: **1100 E 6600 S, Suite 510, Salt Lake City UT 84121**
Hours of Operation: **Mon – Fri 8am – 5pm MST**

Learn more about Medallion Bank
online at www.medallionbank.com