



Dealer Agreement

To qualify as a Think Money Finance (TMF) Dealer, we **require** the following items:

- Completed & Signed Think Money Finance Dealer Agreement
- Provincial Dealer License
- Copy of a VOID cheque/e transfer details/wire transfer details

Please return the items listed above to: customersupport@thinkmoneyfinance.ca

IN ORDER TO QUALIFY AS AN AUTHORIZED THINK MONEY FINANCE (TMF) DEALER, the following information is required. This questionnaire must be signed by an authorized Think Money Finance representative. All necessary forms and documents as required below must be presented to Think Money Finance for review and approval prior to any contract being funded. All information will be verified prior to authorization for funding. Please provide information on all involved parties should the dealer be other than a sole proprietorship.

THIS AGREEMENT made the _____ day of _____, 20____ (the "Effective Date")

BETWEEN:

THINK MONEY FINANCE LTD., with offices in British Columbia ("TMF") and _____, doing business as _____ (the Dealer) incorporated, established or registered under the laws of _____, with offices located at _____

WHEREAS from time to time Think Money Finance and Dealer are referred to herein as a "Party" or collectively as "Parties".

AND WHEREAS Dealer is engaged in the business of selling new and/or used motor vehicles (each a "Vehicle", or collectively, "Vehicles") and in Dealer's ordinary course of business, Dealer arranges financing for the purchase of Vehicles by Buyers ("Buyer" means any person or other legal entity that purchases a Vehicle from Dealer, including any co-buyer, co-signer, or guarantor).

AND WHEREAS Think Money Finance (TMF) is engaged in the business of financing Buyers of motor vehicles provided by the Dealer.

NOW THEREFORE, in consideration for the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which the Parties acknowledge, Think Money Finance (TMF) and Dealer agree, with respect to all Contracts purchased before, on, or after the Effective Date, as follows:

1. Dealer's Representations, Warranties and Covenants

1.1 Dealer is validly existing corporation, partnership or sole proprietorship, as the case may be, and has full power, capacity and authority, and all licenses, 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;

1.2 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;

1.3 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;

1.4 Dealer has obtained from each Purchaser, guarantor or prospective Purchaser or guarantor, any of whose Personal Information (for the purposes of this Agreement, "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) is disclosed to TMF by Dealer, consent to the disclosure to, and collection, use and communication of, such Personal Information by TMF for the purposes contemplated hereunder and for the purposes of administering and enforcing the Contract or any guarantee thereof;

1.5 Dealer will take such action as is necessary or as TMF may reasonably request to evidence and perfect TMF's interest in a Contract, its proceeds, and any Vehicle;

1.6 Dealer will not represent that it is an agent or representative of TMF or any of its subsidiaries or affiliates for any purpose. Dealer is not granted any express or implied right to bind TMF or its subsidiaries or affiliates in any manner;

1.7 As to each Contract arranged by Dealer to TMF, Dealer hereby represents and warrants that, the following shall be true and correct as of the time of assignment:

(a) Each of the representations and warranties in Agreement 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 Buyer in respect of the Vehicle;

(b) Each Contract accurately reflects a genuine transaction between the Dealer and the Buyer in all particulars. At least one Buyer identified in the Contract is the primary driver of the Vehicle, and the Vehicle has been delivered to such Buyer;

(c) The Contract was entered into in the usual and ordinary course of business of Dealer, and complies with all applicable laws, regulations and rules;

(d) The copies of the Contract, any guarantee thereof and any bill of sale in respect of the Vehicle delivered constitute the entire agreement between Dealer and the Buyer or subject matter thereof, all signatures thereon are genuine, and all information contained therein is true, accurate and complete;

(e) The Contract and each other instrument executed in connection with the Contract and all signatures thereon are genuine, each such instrument having been duly authorized and executed, all parties thereto are adults with full legal capacity to contract and such instrument is valid, binding and enforceable in accordance with its terms and against all parties thereto except as enforcement may be affected by bankruptcy and similar law affecting creditor's rights generally;

(f) 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;

(g) Dealer has good and marketable title to the Contract and any guarantee thereof and Dealer's right, title and interest in and to the Vehicle, free and clear of all liens and encumbrances of any nature;

(h) Possession of the Vehicle was not obtained by Buyer by any fraudulent scheme, trick, or device. Contract to TMF was not accomplished by Dealer's use of any fraudulent scheme, trick, or device;

(i) Dealer has obtained from Buyer permission to forward Buyer's credit application to TMF, and permission for TMF to verify Buyer's credit, including but not limited to, obtaining credit reports from credit reporting agencies, and all such information is true and correct;

(j) Dealer has not made any false or misleading representations to Buyer as to the price, quality of product, manufacturer, dealer's warranty, or any other false statement which misleads or confuses the Buyer;

(k) There is no fact or circumstance which would indicate that the Contract is not valid or collectable; and

1.8 In the event of any breach of the representations and warranties in this Section with respect to any Purchased Contract, TMF shall, in addition to any other right or remedy, have full recourse to Dealer with respect to all amounts payable by the Buyer to TMF under such Contract.

2. Dealer's Obligations

2.1 The Dealer will comply in all respects with all procedures applicable to the Program, as advised by TMF from time to time, including, without limitation, the following.

The Dealer will:

- (a) Verify the identity of the Customer by examining the original identification documents deemed by TMF to be suitable identification
- (b) Retain and forward copies of the above noted original identification TMF as per the procedures agreed upon and set out in the portal
- (c) Arrange for the Customer to complete an Application;
- (d) Forward the Financial Services Documents to TMF as set forth in TMF portal
- (e) Procedures may be amended from time to time by the TMF in its sole discretion; or
- (f) By any other method agreed to by TMF from time to time.
- (g) Review and comply with the Anti-Money Laundering and Terrorist Requirements set out in the attached Appendix , on an annual basis, or upon any notification of change to such requirements given by TMF as required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (as may be amended).
- (h) Repay to TMF all funds advanced by TMF to the Dealer, if required by TMF (acting reasonably), should the TMF determine that the Dealer has not complied with the procedures set out in this Agreement and the Dealer shall accept an assignment of the Security Documents from TMF upon any repayment of such funds;
- (i) Dealer to pay TMF a fee that is mutually agreed, upon successful submission of all documents and execution of the loan
- (j) Dealer to repay all funds advanced by TMF to dealer in the event of default within the first sixty days (60) days from the date of the first loan payment and the Dealer shall accept an assignment of the Security Documents from TMF upon any repayment of such funds
- (k) Obtain all forms, documents and other information from the Customer, as requested by TMF, and using the standard forms supplied by TMF, or in an electronic form approved by TMF, and deliver such forms, documents and other information to TMF by the method agreed upon by TMF

(l) Ensure that the Financial Service Documents are properly completed, including setting out a description of the Property/Services sufficient to enable them to be identified with certainty, and that the Financial Service Documents are properly executed by the Customer, and witnessed where required

(m) Ensure that all of its agents, salespersons and employees are properly licensed to sell, install, and/or service the Property/Services;

(n) Provide the Customer with a copy of the Financial Services Documents;

(o) Notify TMF promptly if a Customer exercises any right to cancel a Contract;

(p) Fulfill all Warranties made by it, both at the time of the sale, installation or service of the Property/Services and at all times thereafter, and provide all such assistance and co-operation as may be required to enable the Customer to pursue the fulfillment of any Warranties made by the manufacturer or other party;

3. Termination

3.1 TMF may terminate this agreement:

(a) Upon thirty days (30) prior written notice to Dealer at any time; or

(b) Upon written notice to Dealer, whenever an Event of Default has occurred and is continuing, in addition to any other right or remedy of TMF in respect of such Event of Default.

3.2 Dealer may terminate this agreement upon thirty days (30) prior written notice to TMF at any time.

4. Indemnification

4.1 Dealer agrees to indemnify and save harmless TMF 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 the sale by Dealer to a Purchaser of the Vehicle 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.

4.2 Indemnification under this Section 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

5. Non-Disclosure of Confidential Information

5.1 Dealer acknowledges and agrees that TMF has developed and acquired certain confidential, proprietary information and trade secrets regarding its business, including, but not limited to, the contents of this Agreement and any other agreements between Dealer and TMF, its products, fee structures, Buyer and dealer data, marketing plans and strategies, business plans and strategies, pricing and purchasing policies and practices, computer software, programs, source code, algorithms, record layouts, routines, report formats, data,

compilers, assemblers, design concepts, inventions, discoveries, copyrights, concepts and ideas, patents, patent applications, know-how, processes and methods, and other proprietary business information and intellectual property (collectively, "Confidential Information"), all of which are valuable assets of TMF. Dealer further acknowledges and agrees that it has been or will be granted access to Confidential Information, and that the economic value of Confidential Information would be destroyed by its unauthorized disclosure, thereby causing significant harm to TMF, and that this Section is necessary to protect the value of Confidential Information. Therefore, Dealer agrees to keep all Confidential Information confidential and will not directly or indirectly disclose or reveal to any third party or utilize for its own benefit, other than pursuant to this Agreement, any Confidential Information and any information derived therefrom. Dealer further agrees to notify TMF in the event that it discovers any unauthorized disclosure of Confidential Information and agrees to take all reasonable steps to preserve the confidentiality of Confidential Information. Dealer shall assume responsibility that its employees will similarly preserve Confidential Information and agrees to limit access to Confidential Information to only those employees that have a bona fide need to know Confidential Information. Dealer agrees that upon termination of this Agreement, Dealer will discontinue all use of Confidential Information and, at no cost to TMF, promptly return all Confidential Information disclosed during the term of this Agreement and any information derived therefrom. The confidentiality obligations of Dealer under this Section shall survive termination of this Agreement. Dealer also agrees that its obligations under this Section shall also apply to any confidential information or trade secrets of any third party which TMF has agreed to keep confidential and not disclose, and which Dealer has actual or constructive notice of such agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

[DEALER NAME]

THINK MONEY FINANCE LTD

Signature

Signature

By: _____
Print name

By: _____
Print name

APPENDIX

PROGRAM PERSONNEL AND ANTI –MONEY LAUNDERING AND TERRORIST FINANCING (“AML”) REQUIREMENTS

PROGRAM PERSONNEL

Notwithstanding anything to the contrary contained in the Dealer Agreement (the “Agreement”), TMF may, in its sole and absolute discretion: (i) refuse to grant the right to arrange a Financial Service by the Bank in accordance with the Agreement to any individual employee, salesperson or agent of the Dealer (“Program Personnel”); (ii) declare that any individual is ineligible to continue participate in the Program; and (iii) refuse to accept any Financial Service arranged by Program Personnel.

AML REQUIREMENTS

The Bank requires that each Dealer participating in the Program together with its Program Personnel who deal directly with Customers (collectively, the “Customer Facing Personnel”) are trained and comply with Canadian AML legislation. In connection with this requirement, all Customer Facing Personnel must review the requirements and procedures set out below as follows: immediately upon any change to the Appendix by the Bank or otherwise at least once per calendar year. TMF reserves the right to request and receive a written confirmation from the Dealer that all Customer Facing Personnel have reviewed this Appendix as required.

Overview

All Dealers participating in the Program must comply with AML requirements, with respect to each of the following:

- (i) ascertaining the Customer’s identity;
- (ii) collecting account opening documentation;
- (iii) keeping proper records.

In addition, in order to deter and prevent persons engaged in a criminal activity from requesting other individuals or businesses with valid identification to open deposit, investment and/or loan accounts on their behalf, prior to opening any account it must be determined if any third party directs the activity of such account. A third party may be an individual or entity who:

- (i) is not the account holder or a person authorized to give instructions to the Bank about the account
- (ii) directs the activity of the account.

Customer Identification

When completing the loan application, the Customer Facing Personnel must do each of the following:

- Verify the identity of the Customer by examining the original identification documents deemed by the Bank to be suitable identification
- Ensure they view an original copy and record the particulars of the identification for all Customers (for example: type, reference number, place of issuance, issuing authority (“Issued by” on the loan application) and expiry date (if applicable)).
- Forward a copy of these identification documents to TMF, if required by TMF. The Dealer shall not retain copies of the ID on behalf of TMF.

Collecting Account Opening Documents and Record Keeping

When completing the Application, the Dealer must ensure that all documents as outlined by TMF are completed in full. If the Dealer has any doubts regarding the information provided by the Customer then it must not proceed to process the Application and it must advise the Customer that it can't process the loan request. After all Application related documents are completed; the Customer Facing Personnel must retain a copy of the completed documents for their files and forward a copy of them to TMF, if required.

Third Party Determination

The third party determination question is built into the Application for Credit in the form of the following statement: “You confirm that the loan will be used only by you and will not be used by or for anyone else”.

If the Customer refuses to sign the application for Credit OR in such case where the Customer Facing Personnel suspects that the account will be used by, or on behalf of, one or more third parties, then the Dealer must NOT proceed to process the Application and advise the Customer that it can't process the loan request.

Collecting Account Opening Documents and Record Keeping

When completing the Application, the Dealer must ensure that all documents as outlined by TMF are completed in full. If the Dealer has any doubts regarding the information provided by the Customer then it must not proceed to process the Application and it must advise the Customer that it can't process the loan request. After all Application related documents are completed, the Customer Facing Personnel must retain a copy of the completed documents for their files and forward a copy of them to the Bank, if required by the Bank.