



Westlake Financial Services®

Westlake Lead Program Addendum

Dear Dealer:

By signing this addendum (the “Addendum”) and supplement to the Master Dealer Agreement, as amended (the “Dealer Agreement”), which the dealer (set forth at the bottom of this addendum and hereafter, “Dealer” or “you”) has previously executed with Westlake Financial Services (“Westlake”), you agree to participate in the “Westlake Lead Program” under the terms and conditions specified below:

1. Westlake Lead Program. Under the Westlake Lead Program, Westlake and you will jointly offer, sponsor, or endorse automobile financing to potential customers requesting information regarding financing options from Westlake. Westlake will identify you as a prospective source to whom specific customers may be routed for the purchase of a motor vehicle with financing. The Westlake Lead Program will operate as follows:
 - You will be identified as one of Westlake’s “Preferred Auto-Dealer Partners”. As a Preferred Auto-Dealer Partner, Westlake may direct customers to you by (1) providing the name and address of your dealership to those customers with actual or potential interest in purchasing a vehicle or vehicles, who reside or work in the vicinity of your dealership; and/or (2) providing information to you regarding customers with actual or potential interest in purchasing a vehicle or vehicles, including one or more of the following: customer names, phone numbers, email addresses, information identifying the vehicle(s) of interest, and other relevant information in the format and method as Westlake may determine in its sole discretion (together, “Westlake Lead”). Dealer will not be required to pay any compensation, whether per Westlake Lead or per transaction with consumers. Upon request, Dealer will promptly confirm Dealer’s contact information for the receipt of Westlake Leads.
 - Westlake will, pursuant to the advertiser relationship described in this agreement, make available and list your vehicle inventory and other information for consideration by potential customers on WestlakeFinancial.com and other Westlake properties as provided in paragraph 4. Westlake may highlight certain dealers and give enhanced placement of certain dealer’s inventory on WestlakeFinancial.com and other Westlake properties, depending, in part, on a dealer’s participation and performance under the Westlake Lead Program. Nothing shall require Westlake to highlight or provide enhancement place to any dealer, and all such determinations will be made at the sole discretion of Westlake.
 - Westlake will determine, from time to time and in its sole discretion, the eligibility requirements for the Westlake Lead Program and may decline to accept any dealer that does not meet its minimum requirements. Westlake will continuously evaluate the performance of all dealers participating in the Westlake Lead Program, including but not limited to: conversion rate, responsiveness, customer satisfaction, and any other criteria determined from time to time by Westlake. Dealer shall provide Westlake with access to Dealer’s sales data with regards to any and all Westlake Leads provided by Westlake for use for (i) consumer, vehicle and industry research and reference, including evaluation of lead performance, and (ii) market analysis data.
2. Dealer Content and Obligations.
 - (a) Pursuant to the Westlake Lead Program, Dealer will submit its inventory and content for consideration by potential customers on WestlakeFinancial.com and other websites, properties, platforms and media owned or controlled by Westlake or its affiliates and partners (“Westlake Platforms”). Accordingly, you grant to Westlake and its service providers, a perpetual, transferable, sublicenseable, non-exclusive, and paid-up license to display, transmit, broadcast, access, edit, reformat, store, distribute, use, copy, prepare derivative works of, and otherwise use Dealer Content on Westlake Platforms. Dealer or its vendor will electronically send to Westlake an inventory data file on a regular basis. Westlake will make commercially reasonable efforts to display Dealer Content in the standard format displayed to consumers that are searching for a specified vehicle, and Westlake may provide enhanced display of Dealer Content of Dealers based on participation and performance under the Westlake Lead Program. For purposes of this section, “Dealer Content” means all content and materials provided by or made available for access by Westlake, including vehicle and vehicle inventory data (including make, model, VIN, mileage, price), specifications regarding the sale of each vehicle (including vehicle cost, maximum discount (in dollars and as a percentage of the amount financed), minimum dealer gross (or net profit), vehicle descriptions, logos, trademarks, branding, advertising text, photographs, images, dealer management system (“DMS”) information, banner ads, links, and contact information. Nothing herein shall grant any ownership to Dealer of any rights in any portion of the Westlake Platforms, or in any materials or content provided by Westlake as part of the Westlake Lead Program.
 - (b) Dealer Content will satisfy all requirements in effect under the Westlake Lead Program, as Westlake may specify from time to time. Westlake shall not be responsible for screening and/or monitoring any of the Dealer Content, provided however, that Westlake may edit, remove, and/or reject any Dealer Content or a portion of Dealer Content in its sole discretion, including content that Westlake determines to be inappropriate or a potential violation of law. Westlake shall have the right to position and display Dealer Content on its platforms as it determines in its discretion. Westlake makes no representations or warranties regarding internet traffic or views, and assumes no obligation to monitor Dealer Content.
 - (c) Dealer represents and warrants that Dealer Content and any other content provided by Dealer for advertising or publication by Westlake will comply with all applicable federal, state and local laws, rules and regulations, including without limitation, all federal and state advertising rules, regulations, and laws; all consumer protection laws, the Federal Truth in Lending Act/Regulation Z, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, 12 U.S.C. § 5531 (which prohibits unfair, deceptive, or abusive acts or practices and is commonly known as “UDAAP”), Federal Trade Commission Act (commonly known as “UDAP”), the Federal Equal Credit Opportunity Act/Regulation B, and all applicable state motor vehicle installment sales acts, credit codes or similar laws. Specifically,



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in its preparation of Dealer Content and any other content provided by Dealer for advertising or publication by Westlake, Dealer will provide all disclosures to prospective buyers required by law or regulation in connection with a sale of a motor vehicle, and Dealer Content will not infringe the intellectual property rights of any third party.

- (d) Westlake assumes no liability for any Dealer Content and for any of Dealer's content and language related to Dealer's inventory posted by Dealer on Westlake Platforms. Dealer agrees to defend, indemnify and hold harmless Westlake its parents, subsidiaries, affiliates, successors or assigns, and its directors, officers, employees, agents and representatives, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, damages, and expenses, including but not limited to, interest, penalties, court costs, and reasonable attorneys' fees (collectively "Claims"), resulting or arising out of (i) any negligent act or omission, willful misconduct of, or any breach of this Addendum or any of Dealer's representations or warranties by Dealer, its officers, directors, subcontractors, contractors, agents, or employees, (ii) any third-party Claim or regulatory enforcement action alleging that the Dealer Content or the authorized use thereof violates any consumer protection or any other applicable law or regulation, or (iii) any Claim that the display or use of the Dealer Content infringes or violates a third party's intellectual property, contractual or other proprietary rights, including claims of piracy, plagiarism or idea misappropriation. In the event Dealer shall be obligated to Westlake under this section, Westlake shall have the right to employ its own counsel and direct the defense and/or litigation, including make any decisions regarding strategy and settlement; provided that Westlake shall consult with Dealer in good faith regarding the selection of counsel.
- (e) For all customers provided as Westlake Leads, Dealer will provide to all prospective purchasers for whom a credit application was submitted, all notices required by applicable law, including, but not limited to, adverse action notices and risk-based pricing notices that may be required under the ECOA, the FCRA, and the rules promulgated under the FCRA. Dealer will notify each prospective buyer for whom a credit application is submitted that the purchaser's credit application is being submitted to Westlake.

3. Customer Information.

- (a) You expressly understand and acknowledge that any customer information disclosed by Westlake to you includes "non-public personal information" ("NPPI"), as such term is defined in the Gramm-Leach-Bliley Act, any state privacy and information security statutes, any federal and state privacy and information security regulations, as applicable (including 16 CFR Part 314, and 12 CFR Parts 332, 364 and 1016), and any successor statutes and regulations to the foregoing (the "Privacy Act and Regulations"), the disclosure of which to Dealer hereunder constitutes a disclosure to a "nonaffiliated third party" under an exception to certain restrictions on such disclosures contained in the Privacy Act and Regulations. Except as expressly requested in writing to Dealer by customer, Dealer shall not use or disclose the NPPI it receives for purposes other than those necessary in conjunction with the customer's interest in purchasing a vehicle.
 - (b) Dealer represents and warrants that in the performance of this Addendum and use of the Westlake Leads, Dealer will comply with all applicable federal, state, and local laws and regulations including, without limitation, the Gramm-Leach-Bliley Act and any other federal or state legislation governing the collection, use, disclosure and protection of NPPI. Dealer will be solely responsible for any violations of law with respect to Dealer's use of customer's NPPI.
 - (c) Dealer will implement and will continue to maintain appropriate safeguards for the NPPI that it receives from Westlake: (i) to ensure the security and confidentiality of NPPI; (ii) to protect against any anticipated threats or hazards to the security or integrity of NPPI; and (iii) to protect against unauthorized access to or use of NPPI. Dealer agrees to immediately notify Westlake, as applicable, in the event that Dealer reasonably suspects that NPPI has been or may have been subject to unauthorized internal or external access. Dealer shall cooperate with Westlake in complying with any federal or state law or regulation requiring Westlake or Dealer to provide notice to a person that a suspected breach or compromise of such person's personal information, as supplied to Dealer, has occurred or is believed to have occurred. NPPI shall not need to be expressly identified or marked as "confidential information" to be considered confidential information under this Addendum.
- 4. Westlake does not guarantee any minimum number of Westlake Leads or any sales as a result of Dealer's participation in the Westlake Lead Program. You recognize the fact that Westlake is not under any contractual obligation to direct customers to you or provide customer information to you, nor are you under a mandate both to sell a motor vehicle to them and finance the purchase through Westlake. However, Westlake and you recognize the inherent value in your being the recipient of specific leads that have been generated by Westlake.
 - 5. Our objective is to deliver valuable leads that you may turn into motor vehicle sales for us to finance. Westlake reserves the right to terminate this Westlake Lead Program if Westlake determines that leads are not being converted into deals at a rate Westlake deems sufficient, which determination shall be made in Westlake's sole discretion.
 - 6. Westlake reserves the right (but shall not have the obligation) to add, remove, update or modify features, deliverables, and products of the Westlake Lead Program, including but not limited to, dealer eligibility and participation, as well as any other product or service offered by Westlake and through Westlake Platforms, without notification to Dealer.
 - 7. WESTLAKE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE FOR ANY DEALER CONTENT DISPLAYED ON WESTLAKE PLATFORMS. YOUR USE OF THE WESTLAKE PLATFORMS AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WESTLAKE PLATFORMS, OR THE WESTLAKE LEAD PROGRAM IS AT YOUR OWN RISK. THE WESTLAKE PLATFORMS AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WESTLAKE PLATFORMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS,



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WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND WESTLAKE NOR ANY AFFILIATES OR VENDORS THEREOF WILL BE RESPONSIBLE FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, ARISING FROM OR IN CONNECTION WITH THE WESTLAKE LEAD PROGRAM.

WITHOUT LIMITING THE FOREGOING, WESTLAKE NOR ANYONE ASSOCIATED WITH WESTLAKE REPRESENTS OR WARRANTS THAT THE WESTLAKE PLATFORMS, THEIR CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WESTLAKE PLATFORMS WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WESTLAKE PLATFORMS OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WESTLAKE PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WESTLAKE PLATFORMS WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WESTLAKE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WESTLAKE LEAD PROGRAM OR THE WESTLAKE PLATFORMS.

- 8. Dealer consents to the receipt of any promotional material, advertisements, special offers, circulars or any such marketing materials that may be offered by Westlake or any of its affiliates via email, facsimile transmittal or similar modes of communication. Dealer further authorizes the use of any information and data by Westlake that may have been used and/or submitted in reference to its contractual relationship with any of Westlake's affiliates and/or related companies.

By initialing below, Dealer consents to receive autodialed calls or text messages, and pre-recorded calls or text messages from or on behalf of Westlake and any of its affiliates at the telephone number provided by Dealer below, including a wireless number, if applicable, regarding any promotional material, advertisements, special offers, circulars or any such marketing materials that may be offered by Dealer or any of its affiliates. Dealer understands that this consent is not a condition of entering into this Addendum with Westlake.

_____ (Initials)

- 9. Except as specifically amended hereby, all of the terms of the Dealer Agreement shall remain and continue in full force and effect and are hereby confirmed in all respects.
- 10. Dealer's signature to this Addendum executed by certified electronic signature verified by a reputable e-signature vendor and transmitted by facsimile or electronic mail shall have the same legal force and effect as the original. This Addendum may be duly executed by facsimile or other electronic transmission. The undersigned represents and warrants that he/she is duly authorized by Dealer to sign this Addendum.

We look forward to the implementation of this new facet of our mutually beneficial relationship and hope and trust that you will be able to produce a significant increase in your sales volume.

Thank you for your participation.

Ian Anderson – President

ACKNOWLEDGEMENT

I HEREBY AGREE TO THE TERMS AND CONDITIONS OF THE WESTLAKE LEAD PROGRAM AS MEMORIALIZED ABOVE.

(Name of Dealership)

(Dealer Code)

(Phone Number)

By: _____
(Owner or G.M. Signature)

Print Name: _____

Its: _____