



Citi Retail Services

Private Label Dealer Application Checklist

Complete **all** fields in the Private Label Dealer Application. Indicate "N/A" if a field is not applicable. Failure to complete **all** fields will delay processing.

- Section 1**
- Provide corporate name **exactly** as it appears in your Certificate of Incorporation or other organizational document. If a sole proprietorship, provide owner as the "corporate name".
 - The trade name (DBA name) is limited to 25 characters and may be printed as the dealer name on the customer's credit card we may issue. If the DBA name is longer than 25 characters, enter both the complete DBA name and the 25 character DBA name for the card we may issue.
- Section 2**
- Provide additional store locations (if any).
 - Select the appropriate box for the type of funding report desired (all stores consolidated on one report or separate reports for each store).
- Section 3**
- Select appropriate company type.
- Section 4**
- Provide bank and supplier information. The bank information will allow us to set up automated banking deposits.
- Section 5**
- Provide information detailing type(s) of sales and store location.
- Section 6**
- Enclose the following documents:
- Voided check with company name and physical address. This is for the account you want us to fund. No starter checks, please. If checks are unavailable, please obtain and attach a letter from the bank (on bank letterhead) verifying the corporate name, physical address, account number and routing number.
 - If your business has been open for less than 2 years, enclose 5 year work history for each person who signs the Private Label Dealer Application.
 - Completed IRS Form W-9. Provide corporate name **exactly** as it appears in your Certificate of Incorporation or other organizational document.
 - Dealers with at least one store location in California, Michigan, New York or Pennsylvania: completed Agreement for Entitlement to Refund, Deduction or Credit. Provide corporate name **exactly** as it appears in your Certificate of Incorporation or other organizational document.
 - HVAC dealers only: enclose a copy of contractor's license.
- Section 7**
- Provide requested information for each officer, general partner, member, majority owner or other principal.
 - These persons must sign the Private Label Dealer Application.

Faxing/Mailing Instructions

- Read the Dealer Agreement and retain it for your records. Do **not** send it to us.
- Send us all pages of the Private Label Dealer Application and all pages of the documents described in Section 6 above. You may send them to us as follows:

by fax to **888-596-4474**

or

by mail to: Citi Retail Services/Dealer Review
300 St Paul Place BSP05A
Baltimore, MD 21202

You should receive a faxed confirmation of receipt from us no later than **five** business days after we receive the Private Label Dealer Application. If you do not receive the confirmation or if you have any questions, please contact us at 866-610-1750. (If you mail the Private Label Dealer Application to us, please allow five business days **and** estimated mail time.)

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Citi Retail Services is a division and trade name of Citicorp Trust Bank, fsb.



Private Label Dealer Application

Citi Retail Services

AFFILIATION
ICP

Choose One:

- ICP Arcoaire
- ICP Comfortmaker
- ICP Day & Night
- ICP Heil
- ICP Tempstar

This is an application to Citicorp Trust Bank, fsb to accept credit accounts issued by it.

Complete **all** fields in this application. Indicate "N/A" if a field is not applicable. Failure to complete **all** fields will delay processing of this application. Refer to the Private Label Dealer Application Checklist for more instructions about completing and submitting this application.

Dealer Information

Are you already enrolled with us? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list your Merchant Number(s)					
Corporate Name (exactly as it appears in the Certificate of Incorporation or other organizational document)					
Trade Name (DBA), if applicable (this is the name for the card we may issue—25 characters maximum)					
Region		Store Number		Is this a headquarters? <input type="checkbox"/> Yes <input type="checkbox"/> No ...branch location? <input type="checkbox"/> Yes <input type="checkbox"/> No ...independently owned franchise? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (physical)			Suite	City	State Zip
Phone Number		Settlement Report Fax Number		Federal Tax ID Number/EIN ____ - ____	
Date Business Established		Total Annual Sales \$		Estimated Annual Finance Volume \$	
Email Address (This may be used to communicate program information to you.)				Website Address	
Training Information Contact Name _____ Contact Phone Number _____					

Additional Store Location(s)

Are there more than two stores? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, photocopy Section 2 and list additional stores and include with this application.					
Funding Reports - Check one: <input type="checkbox"/> Separate reports for each store <input type="checkbox"/> One report for all stores (all stores combined into one consolidated report)					
Store #2 Trade Name (DBA), if applicable (this is the name for the card we may issue—25 characters maximum)					
Address (physical)			Suite	City	State Zip
Phone Number		Settlement Report Fax Number		Store Location Name (example: Fair Oaks #2)	
Training Information Contact Name _____ Contact Phone Number _____					

Company Type

<input type="checkbox"/> S Corporation	<input type="checkbox"/> C Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other
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Other

Settlement Bank Name	Settlement Bank Fax Number	Routing Number/ABA	Account Number/DDA
Supplier References			
Supplier Name _____		Phone _____	Fax _____
Supplier Name _____		Phone _____	Fax _____

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Type(s) of Sales/Store Location

Do you sell extended warranties or similar coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a storefront location? <input type="checkbox"/> Yes <input type="checkbox"/> No
Do you sell product through the Internet, mail order, or a call center? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, what percentage of your business comes from _____% In-Store sales _____% Internet _____% Mail order _____% Call center	

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Enclosures

Enclose **all** of the documents required by Section 6 of the Private Label Dealer Application Checklist.

Officers, General Partners, Members, Owners, or other Principals of the Dealer

Complete this section for each officer, general partner, member, owner, or other principal of the dealer (if there are more than two individuals, please photocopy this page and have the additional individuals complete and sign.) All officers, general partners, members, owners, or other principals of the dealer must sign below; otherwise this application cannot be processed.

The Dealer described in this application applies to accept credit accounts issued by Citicorp Trust Bank, fsb ("Citi"). Each person signing this application ("Authorized Signer") represents and warrants to Citi that he/she is an officer, general partner, member, owner or other principal of Dealer and has authority to submit this application on Dealer's behalf and to bind Dealer. By signing this application, each Authorized Signer agrees with Citi for and on behalf of Dealer that: (i) Dealer agrees to the terms and conditions of the Dealer Agreement (Form 50478) previously received by Dealer (the "Agreement") and (ii) the Agreement shall be effective and binding on Dealer if accepted by Citi. Each Authorized Signer agrees with Citi individually and on behalf of Dealer that: (i) Citi is authorized at any time to make whatever inquiries about Dealer and such Authorized Signer that Citi deems appropriate to any person or entity, including but not limited to any consumer reporting agency, (ii) any such person or entity is authorized to furnish Citi any information that such person or entity may have or obtain about Dealer or such Authorized Signer, including, but not limited to such Authorized Signer's consumer report and (iii) this application inures to the benefit of Citi's successors and assigns. These authorizations shall be effective upon submitting this application and shall remain in effect until Citi rejects the application or, if Citi accepts the Agreement, until the Agreement is terminated and all obligations and liabilities of Dealer under the Agreement have been satisfied. Each Authorized Signer represents and warrants to Citi that this application and any information provided in connection with it is true, accurate and complete.

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Full Name _____ Title _____

Social Security Number _____ Date of Birth (mm/dd/yyyy) _____

Home Address _____ City _____ State _____ Zip _____

If Home Address is less than 2 years, please provide previous address:

Previous Address _____ City _____ State _____ Zip _____

Have you or any entity you have been affiliated with ever done business with Citicorp Trust Bank, fsb or its affiliates? Yes No

Have you or any entity you have been affiliated with ever filed bankruptcy? Yes No

If the answer to either of the two questions above is Yes, please explain. Use separate sheet, if necessary.

Signature _____ Date _____

Full Name _____ Title _____

Social Security Number _____ Date of Birth (mm/dd/yyyy) _____

Home Address _____ City _____ State _____ Zip _____

If Home Address is less than 2 years, please provide previous address:

Previous Address _____ City _____ State _____ Zip _____

Have you or any entity you have been affiliated with ever done business with Citicorp Trust Bank, fsb or its affiliates? Yes No

Have you or any entity you have been affiliated with ever filed bankruptcy? Yes No

If the answer to either of the two questions above is Yes, please explain. Use separate sheet, if necessary.

Signature _____ Date _____

DEALER AGREEMENT

This Dealer Agreement (this "Agreement") is entered into by and between Citicorp Trust Bank, fsb, a federal savings bank ("Citi"), and "Dealer" (as defined below). Dealer and Citi represent, warrant, covenant and agree as follows:

1. **Definitions and Construction.** As used in this Agreement, the following terms shall have the following meanings, and other capitalized terms shall have the meanings ascribed to them elsewhere in this Agreement:

"Account" – a revolving credit account of Buyer with Citi pursuant to which the purchase or lease of goods and/or services by one or more Buyers from Dealer may be financed from time to time.

"Account Agreement" – a revolving credit agreement between Citi and one or more Buyers pursuant to which an Account is established, as such agreement is amended from time to time.

"Account Documents" – an Application, Account Agreement, initial credit disclosures for an Account if different than the Account Agreement, Credit Slip, Transaction Slip and any other document Dealer is required by this Agreement or by Procedures to provide to Buyer.

"Application" – an application for an Account.

"Breach" – an inaccuracy in, or any failure to perform or comply with, any representation, warranty, covenant, agreement or other provision of any kind.

"Buyer" – each person who applies for an Account or who Dealer represents and warrants in this Agreement has signed an Application.

"Chargeback" – Citi's demand to Dealer pursuant to this Agreement to pay Citi for one or more Accounts and/or Transaction Slips (or an interest in either).

"Citi Site" – Citi's World Wide Web site to which Dealer is given access pursuant to Paragraph 24.

"Credit Plan" – a credit plan under an Account Agreement made available by Citi for a Buyer's use.

"Credit Slip" – a document signed by Dealer (or required by this Agreement to be signed by Dealer) evidencing a Return.

"Data" – data in electronic form representing a Purchase or Return.

"Dealer" – as defined in Paragraph 14.

"Dealer Persons" – Dealer, Dealer's subsidiaries and affiliates, and Dealer's and Dealer's subsidiaries' and affiliates' contractors, vendors, directors, officers, principals, employees and agents.

"Discount" – the product of the dollar amount of a Transaction Slip and the Discount Rate for the Credit Plan applicable to the Purchase giving rise to that Transaction Slip.

"Discount Rate" – a percentage that is used to determine the Discount.

"Effective Date" – the date this Agreement is accepted by Citi or the date accepted by Dealer, if later.

"Internet Transactions" – Applications or Account transactions submitted to Citi by Dealer via the Citi Site.

"Laws" – all statutes, rules, regulations, guidances, ordinances, codes, decisional law, orders, judgments, decrees, subpoenas and the like, in effect from time to time and as amended from time to time, including those that become effective after the Effective Date.

"Net Finance Volume" – the dollar amount of Purchases less any Returns, Chargebacks or other credit adjustments.

"Participation" – the product of the dollar amount of a Transaction Slip and the Participation Rate for the Credit Plan applicable to the Purchase giving rise to that Transaction Slip.

"Participation Rate" – a percentage that is used to determine Participation.

"Person" – an individual, corporation, limited liability company, partnership of any kind, unincorporated association, joint venture, government, governmental body, regulator, governmental agency, commission, or other entity of any kind.

"Procedures" – all reasonable procedures, rules, regulations, specifications, requirements, instructions, or the like, as amended from time to time, whether or not Citi names them as such, that Citi has communicated or communicates to Dealer from time to time in connection with this Agreement or the Program.

"Program" – the private label credit program contemplated by this Agreement and by Procedures.

"Program Agreement" – An agreement (whether or not titled as such) between Citi on the one hand and any other Person (including a manufacturer, a buying group or cooperative or other organization of which Dealer is a member or a franchisor) on the other hand, pursuant to which such other Person or its affiliates endorse or promote the Program to Dealer.

"Purchase" – a purchase or lease of goods and/or services from Dealer that is charged to an Account.

"Recipient" – with respect to a Purchase, an owner or recipient of any of the goods or a recipient of any of the services, if such owner or recipient is not Buyer.

"Return" – the return or adjustment in whole or in part of a Purchase or the price of a Purchase which is or will be shown as a credit to an Account.

"Transaction Slip" – a sales slip or other document signed by Buyer (or which Dealer represents and warrants in this Agreement was signed by Buyer) evidencing a Purchase.

Unless the context clearly requires otherwise, singular terms in this Agreement include the plural and vice versa. References in this Agreement to "services" shall include warranties, guarantees, insurance, service agreements and the like. Use of the words "include," "including" or variations thereof in this Agreement does not limit the preceding words or terms, and use in this Agreement of the terms "in connection with" and "in connection therewith" mean as a result of, relating to or arising under, out of or in connection with, the matter referred to. References to subsidiaries, affiliates, contractors, vendors, directors, officers, principals, employees, agents and the like include such present and future Persons. This Agreement shall not be construed for or against any party as the non-drafter or drafter of this Agreement. Captions used in this Agreement are for convenience only and are not part of this Agreement.

2. Program Promotion; Establishing and Ownership of Accounts; Buyer Information and Other Products. (a) Program Promotion. Dealer agrees that the date Citi first makes the Program available to Dealer (“Program Availability Date”) may be a reasonable period of time after the Effective Date. From and after the Program Availability Date and subject to this Agreement: (i) Dealer shall use commercially reasonable efforts to actively and consistently promote the Program to Dealer’s retail customers, (ii) Dealer shall honor credit cards issued by Citi to Buyers (“Cards”) and Accounts, in connection with credit transactions with Buyers authorized by Citi and (iii) Citi shall have the exclusive right to finance all of Dealer’s customer credit purchases (and leases, if any) that are for personal, family or household use other than those made by a Buyer whose Application or potential Purchase was previously submitted to and rejected or not authorized by Citi, and other than those made with Major Credit Cards. “Major Credit Cards” means major credit cards including Visa, MasterCard, Discover and American Express, but “Major Credit Cards” shall not include any major credit card co-branded with Dealer or any of its subsidiaries or affiliates or any major credit card that offers promotional financing for purchases or leases from Dealer. Dealer shall not evade or attempt to evade Citi’s exclusive right referred to above via the use of any third Person, including any subsidiary or affiliate, or via any other means.

(b) Establishing and Ownership of Accounts. Citi, in its sole and absolute discretion, will determine: (i) whether Buyer meets Citi’s credit criteria, (ii) whether to establish an Account with Buyer and (iii) the terms of such Account and the Account Agreement, including the credit limit and whether to later delete, amend or add to such credit criteria, credit limit or the other terms of, or to suspend or close, the Account or Account Agreement. Buyers approved by Citi for an Account will be given an account number and may be issued Cards. Citi (not Dealer) will establish and own all Data, Accounts, Account Documents (including the payment obligations evidenced by the same) and any security interest in the goods that are the subject of the Purchase, and Citi (not Dealer) is the party extending the credit on the Accounts, subject to Dealer’s obligation to purchase Accounts and Transaction Slips from Citi as provided in this Agreement. Neither Dealer nor any of its subsidiaries or affiliates shall directly or indirectly attempt, through themselves or any other Person, to refinance any Account or Transaction Slip unless such Account or Transaction Slip is purchased from Citi by Dealer. Dealer hereby sells, assigns and transfers to Citi Dealer’s entire right, title and interest in and to all bad debt sales or use, gross receipts, transaction privilege or other tax refunds, deductions or credits, with respect to Accounts and Transaction Slips (or the interest in either) that are not purchased by Dealer from Citi and are charged off by Citi during the term of this Agreement or thereafter, and Dealer hereby authorizes Citi to do every act and thing necessary during the term of this Agreement and thereafter to collect tax refunds, deductions or credits with respect to all Accounts and Transaction Slips not purchased by Dealer from Citi.

(c) Buyer Information and Other Products. All Buyer information is owned by Citi and may be used by Citi and any Person selected by Citi for any lawful purpose; provided, however, that without limiting Citi’s ownership of any Buyer information, Citi agrees that Dealer owns Buyer information that Dealer lawfully develops independently of the Program and that Dealer may use such Buyer information for any lawful purpose that is not a Breach of this Agreement or other agreement to which Dealer and Citi are now or hereafter parties. During the term of this Agreement and thereafter, Citi and any Person selected by Citi may, in their sole and absolute discretion, at any time and from time to time, solicit and sell any one or more or all Buyers any products, services, devices or features offered by Citi or any other Person, whether or not the same are in connection with Accounts, including debt cancellation, convenience checks, cash advances, ATM cards, credit cards, real estate loans, personal loans, bank accounts, insurance, legal services, home and auto clubs and extended warranties. Dealer shall have no rights to any proceeds of any the foregoing.

3. Transaction Slips and Data. Dealer’s written advice to Citi of a Transaction Slip or Dealer’s transmission to Citi of Data with respect to a Transaction Slip for which Dealer desires payment, in each case, in accordance with Procedures, shall constitute Dealer’s request for Citi to pay Dealer for the Transaction Slip as agreed by the parties. Citi will pay for or refuse to pay for each Transaction Slip in its sole and absolute discretion. Dealer shall be responsible for the loss, damage or destruction of Data until such Data is received by Citi. No prior authorization by Citi of the credit transaction evidenced by a Transaction Slip or by Data shall obligate Citi to pay Dealer for that or any other Transaction Slip. Notwithstanding any course of dealing that may have then existed, Citi has the right in its sole and absolute discretion at any time and from time to time (including upon either party giving notice of termination of this Agreement), to change the conditions upon which it will pay for Transaction Slips, including verifying to Citi’s satisfaction Buyer’s receipt of and satisfaction with the goods and services that are the subject of any Purchase.

4. Dealer’s Risk; Chargeback; Assignment; Payments. (a) Dealer’s Risk. Any transaction consummated by Dealer which Citi would have the right to make subject to a Chargeback if Citi paid for the Transaction Slip for that transaction, shall be at Dealer’s risk even if authorized by Citi. Without limiting the generality of any provision of this Agreement, Citi shall have no obligation to pay for any such Transaction Slip, but Citi shall, in its sole and absolute discretion, have the option of paying for any such Transaction Slip, and no payment for any Transaction Slip shall be deemed a waiver of any of Citi’s rights under this Agreement with respect to such or any other or subsequent Transaction Slip or otherwise.

(b) Grounds for Chargeback. In any one or more or all of the following circumstances (none of which is intended to limit the generality of the other or of any other provision of this Agreement) occurring at any time, and whether or not Citi authorized the credit transaction evidenced by the Transaction Slip and whether or not Citi knew at the time Citi paid Dealer for the Transaction Slip that grounds for a Chargeback existed, Citi shall have the right to Chargeback with respect to the applicable Account or Transaction Slip (or the interest in either) for which Citi has paid Dealer, in which case Dealer shall pay Citi the amount required by this Agreement: (i) an infirmity in connection with an Account Document exists or an Account Document is not completed and delivered to Citi’s reasonable satisfaction, or Buyer disputes the execution or delivery of any Account Document required by this Agreement or by Procedures; (ii) any information concerning Buyer or any statements of fact made by Buyer in connection with an Application or an Account, are not true and correct in all respects, or omit or fail to disclose any material facts; (iii)

Buyer or Recipient disputes the sale, delivery, quality, or performance of the goods or services that are the subject of the Purchase; (iv) Buyer or Recipient alleges the illegality of or exercises or attempts to exercise, any cancellation, rescission, rejection, revocation, avoidance or offset of the Purchase (including the goods or services that are the subject of the Purchase), in whole or in part, whether or not there is a legal right to do so; (v) Buyer or Recipient alleges or Citi reasonably believes there is a Breach of warranty, misrepresentation with respect to the goods or services that are the subject of the Purchase or a failure of Dealer or any third party to provide adequate service; (vi) Buyer or Recipient alleges or Citi reasonably believes that Buyer did not authorize the credit transaction evidenced by the Transaction Slip or by Data or did not authorize such credit transaction in the amount shown on the Transaction Slip or in Data; (vii) Buyer or Recipient alleges or Citi reasonably believes that a credit adjustment was requested and refused, that a credit adjustment was issued by Dealer but not received by Citi or that a credit adjustment was received by Citi in an amount less than the adjustment that was issued; (viii) Buyer or Recipient alleges or Citi reasonably believes that Dealer has committed in connection with any Buyer, Account, Account Document, Purchase, Return or the like, a Breach of this Agreement (including Procedures) or of any other agreement to which Dealer and Citi are now or hereafter parties or any negligence, fraud or dishonesty; (ix) Buyer or Recipient alleges or Citi reasonably believes that the Purchase, Account, Return or an Account Document may involve fraud by Buyer or any other Person, or that the Purchase is not a bona fide transaction made in Dealer's ordinary course of business; (x) Citi reasonably believes that the Purchase (including any goods or services that are the subject of the Purchase), is potentially or actually subject to Buyer's or Recipient's allegation of illegality or exercise of cancellation, rejection, revocation, rescission, avoidance or offset, in whole or in part, whether or not Buyer or Recipient has actually alleged or exercised or attempted to exercise the same; (xi) Dealer fails to deliver to Citi within five (5) business days of Citi's request, any Account Document, or any other document reasonably requested by Citi; or (xii) another provision of this Agreement permits a Chargeback.

(c) **Chargeback Procedures.** In the event of a Chargeback, Dealer shall pay Citi a sum equal to the then unpaid net balance of the Account or Transaction Slip (or interest in either), as the case may be, that is the subject of the Chargeback (including all accrued finance charges whether or not assessed), plus costs (including reasonable attorney's fees) incurred by Citi in connection with enforcing the related Account Agreement and/or this Agreement, plus any Participation or other amount paid by Citi in connection with the Account or Transaction Slip that is the subject of the Chargeback. Dealer shall pay such amount not later than ten (10) days after the Chargeback unless notice of termination of this Agreement has been given by either party before, concurrently with or after the Chargeback and prior to the payment by Dealer, in which case Dealer shall pay the same immediately. If a Chargeback is permitted, whether the Account is charged back instead of the Transaction Slip or whether the Transaction Slip is charged back instead of the Account shall be at Citi's sole and absolute discretion. Citi's right to Chargeback is not waived because of its failure to make prompt Chargeback and shall not be affected by any modification by Citi of any Account or Account Document. With respect to any Account or Transaction Slip (or interest in either) that is the subject of a Chargeback, Dealer waives any right to require Citi to: (i) proceed or attempt to collect against any Person; (ii) perfect any security interest; (iii) obtain any determination, judgment or award by any court, governmental agency or arbitrator or (iv) pursue any other right or remedy. If in any rolling three (3)-month period, the total number of Accounts or Transaction Slips subject to a Chargeback plus the number of Transaction Slips not paid for by Citi which (or which any interest therein) would be subject to Chargeback if paid for, exceeds 1.5% of the total number of Transaction Slips (or Data therefor) submitted by Dealer during such period, Citi shall have the right to: (i) Chargeback any one or more or all Accounts or Transaction Slips opened or created since the Effective Date as selected by Citi in its sole and absolute discretion and/or (ii) terminate this Agreement immediately.

(d) **Assignment.** If Dealer so requests in writing, Citi shall, after the Chargeback and payment by Dealer to Citi of all amounts due under this Agreement, execute and deliver to Dealer an assignment of the Account or Transaction Slip (or the interest in either), as the case may be, that is the subject of the Chargeback. If Citi refuses to pay Dealer for a Transaction Slip (or a portion thereof) within thirty (30) days of the date that Dealer provides Citi all Account Documents and other documents and information reasonably requested or required by Citi in connection with that Transaction Slip and the Purchase, then within twenty (20) days of Citi's receipt of Dealer's written request to Citi received after the expiration of such thirty (30)-day period, Citi shall execute and deliver to Dealer an assignment for that Transaction Slip (or the appropriate interest therein) for which Citi did not pay Dealer, unless Citi refuses to pay Dealer for such Transaction Slip (or a portion thereof) in whole or in part because Citi: (i) has the right to offset or does offset against Citi's payment for the Transaction Slip pursuant to Paragraph 16, (ii) desires to but has not confirmed Buyer's receipt and acceptance of and satisfaction with the goods and/or services that are the subject of the Purchase (iii) has adjusted the Transaction Slip in favor of Buyer or (iv) has other just cause for not paying for the Transaction Slip (or a portion thereof). All sales of Accounts or Transaction Slips (or the interest in either) by Citi to Dealer (whether or not pursuant to a Chargeback) shall be without recourse against, and **WITHOUT WARRANTIES, EXPRESS OR IMPLIED, BY CITI.**

(e) **Payments.** Dealer irrevocably authorizes Citi to endorse Dealer's name when any form of payment on an Account requires such endorsement. Except for Accounts and Transaction Slips (or the interest in either) that Citi assigns to Dealer, Dealer shall not accept or receive payments on and agrees that Citi has the sole right to accept and receive payments on all Accounts and Transaction Slips.

5. **Returns; Buyer Complaints.** (a) **Returns.** Dealer shall maintain a fair adjustment and return policy and shall make adjustments and accept returns with respect to Purchases where appropriate. Dealer shall apply any policies regarding refunds, adjustments and returns equally to cash and credit retail customers. If for any Purchase, Dealer: (i) accepts any goods for return; (ii) permits the termination or cancellation of any services or (iii) allows any price adjustment, then Dealer shall not make any cash refund, but Dealer shall, subject to Procedures, complete and deliver immediately to Citi a Credit Slip signed by Dealer (or equivalent electronic transmission of Data) evidencing the full amount of the refund or adjustment, and shall deliver to Buyer a true and complete copy of the Credit Slip at the time the refund or adjustment is made. Dealer shall include on any Credit Slip a brief description of the goods returned, services terminated or canceled, or refund or adjustment made, together with the date and

amount of the credit, in sufficient detail to identify the transaction. The amount of a Credit Slip shall not exceed the amount of the Purchase as reflected on the Transaction Slip or in Data. The Credit Slip shall reflect the full amount of the refund or adjustment and shall not be reduced by any Discount, surcharge or other charge or fee applicable to the Transaction Slip. Dealer may process a Credit Slip for a Buyer only if Dealer has previously completed the original transaction with the same Buyer. The dollar amount of each Credit Slip and any Participation previously paid by Citi on that dollar amount shall be immediately due and payable by Dealer to Citi.

(b) **Buyer Complaints.** Dealer acknowledges that under applicable Laws, Citi may be subject to claims and defenses of Buyers in connection with Purchases. Dealer shall immediately notify Citi of any such claim or defense asserted, or any complaint or dispute which could become such a claim or defense, when Dealer becomes aware thereof, as well as the action taken by Dealer to resolve the same, except where Dealer immediately resolves the same to Buyer's full satisfaction. Dealer shall make a good faith attempt to promptly resolve any complaint, dispute, claim or defense in connection with any Purchase. Dealer shall keep a log of such oral complaints and disputes for twenty-five (25) months from the date thereof unless any other time is required or permitted by Procedures, and Dealer shall immediately send Citi any such written complaints and disputes received by Dealer. Dealer shall cooperate and promptly comply with requests from Citi for information or assistance in connection with any complaint, dispute, claim or defense asserted by Buyer or any other Person.

6. **Payment.** (a) **In General.** Subject to Citi's rights under any other provisions of this Agreement, Citi shall pay Dealer the dollar amount of each Transaction Slip paid for by Citi plus the Participation (if any) for such Transaction Slip less: (i) the Discount (if any) for such Transaction Slip, (ii) the dollar amount Dealer owes under this Agreement in connection with a Chargeback, Credit Slip or otherwise and (iii) the dollar amount of any other sums Citi is otherwise entitled to offset under this Agreement. The Discount Rate (if any) for and Participation Rate (if any) for each Transaction Slip are as set forth in an exhibit to this Agreement or are as set forth in a pricing schedule or other document(s) provided by or caused to be provided by Citi to Dealer, and unless otherwise set forth therein, will correspond to the Credit Plan applicable to each Transaction Slip. If no Participation Rate is set forth in writing by Citi for a Credit Plan, the Participation Rate for that Credit Plan shall be 0.00%. If Citi has not provided or caused to be provided to Dealer the pricing prior to the time Dealer executes and delivers this Agreement to Citi, Dealer may terminate this Agreement immediately by giving notice to Citi if Dealer has not used the Program and if Dealer does not wish to accept such pricing.

(b) **Amendments.** From and after the Effective Date, Citi shall have the right in Citi's sole and absolute discretion to unilaterally amend any one or more or all Discount Rates and/or Participation Rates, at any time and from time to time; provided, however, that Citi sends Dealer notice of such amendment at least thirty (30) days prior to the amendment taking effect; provided further, however, that Citi need not provide advance notice of any pricing change made pursuant to a predetermined index, formula or other method applicable to the pricing or made pursuant to a Program Agreement.

7. **Warranties and Representations.** Dealer makes the following warranties and representations to Citi, each of which shall be deemed repeated each day during the term of this Agreement and thereafter that Dealer submits Transaction Slips or Data to Citi, and neither of which is intended to limit the generality of the other or of any other provision of this Agreement, with the agreement that Citi shall have relied upon such warranties and representations notwithstanding any knowledge by Citi of anything inconsistent therewith:

(a) **In General.** (i) Dealer is a bona fide business entity, duly licensed, organized, qualified and validly existing in good standing under all Laws applicable to Dealer, with all requisite power and authority to carry on its business where and as now conducted, to execute and perform this Agreement, and to deliver Applications, Transaction Slips and other Account Documents to Citi hereunder; (ii) the fair value of the assets of Dealer and its subsidiaries (if any) on a consolidated basis, exceeds the debts and liabilities, subordinated, contingent or otherwise of Dealer and its subsidiaries (if any) on a consolidated basis, and Dealer and its subsidiaries (if any) are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become due; (iii) no application to Citi submitted by Dealer or any of its directors, officers or principals for Dealer's participation in the Program ("Dealer Application") nor any financial statement nor any other document, previously, concurrently herewith or hereafter, submitted to Citi by Dealer or any of Dealer's directors, officers or principals, nor any representation or warranty by Dealer in this Agreement or any other agreement to which Dealer and Citi are now or hereafter parties 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; and (iv) the execution, delivery and performance of this Agreement and all documents to be delivered by Dealer do not and shall not (with or without the giving of notice and/or passage of time): (A) violate the terms of, (B) conflict with or (C) result in a Breach of or constitute a default under, any agreement or order to which Dealer is a party or by which Dealer is bound.

(b) **Accounts, Account Documents and Purchases.** (i) Each Application, Transaction Slip, any other appropriate Account Document and any other appropriate document in connection with an Application, Account, Purchase or Return is properly completed, legible, genuine and duly authorized and signed by Buyer, Buyer's signature on each Application, Transaction Slip or other Account Document is genuine and not forged and was made by the Person whose signature it purports to be, and unless permitted otherwise by this Agreement or by Procedures, no Application was taken by Dealer by means other than in person with Buyer; (ii) Dealer has not advised or requested Buyer or any other Person to misstate, conceal or fail to disclose any information or facts in connection with an Application, Account, Purchase or otherwise, and Dealer has not knowingly misstated, concealed or failed to disclose to Citi any information or facts in connection with an Application, Account, Purchase or otherwise; (iii) Dealer has obtained a valid, unexpired government issued photographic identification verifying each Buyer's identity at the time Buyer submitted an Application to Dealer and at any other time Buyer submits a Transaction Slip to Dealer; (iv) unless provided otherwise in Procedures, Dealer has noted each Buyer's driver's license number or other appropriate governmental identification number or source of identification on Buyer's Application submitted to Dealer; (v) Dealer has complied with any additional

requirements in Procedures in connection with obtaining additional forms of identification from each Buyer and noting evidence thereof on an Application, Transaction Slip, other Account Document or otherwise; (vi) each Account Agreement is a legally valid, binding and (subject to bankruptcy and insolvency laws) enforceable agreement of Buyer, and Buyer was a natural person who had legal capacity to contract under applicable Laws at the time of executing and delivering each Account Document and making each Purchase, and Buyer is not a director, officer or principal of Dealer or a relative of a director, officer or principal of Dealer; (vii) at the time of the creation of each Account and Transaction Slip, Citi is obtaining clear title to the same free and clear of any lien, security interest, encumbrance, or claim whatsoever, other than those granted by Citi; and (viii) Dealer was and shall be in full compliance with this Agreement, Procedures and all Laws applicable to Dealer or Citi, with respect to Account Documents, Accounts, Purchases, Returns and the Program, including the sale or lease surrounding each Purchase and any disclosures in connection with any of the foregoing, and without limiting the generality of the foregoing, Dealer gave each Buyer all documents required by this Agreement, Procedures or any Laws applicable to Dealer or Citi to be given to each Buyer at the times such documents are required by this Agreement, Procedures or such Laws to be given to each Buyer, including providing each Buyer the Account Agreement (or other initial credit disclosures, if any, provided by Citi to Dealer) before the first transaction is made under an Account and providing each Buyer a copy of the Transaction Slip at the time of each Buyer's execution thereof.

(c) **Purchases.** (i) Each Purchase is for personal, family or household use and is for only goods or services normally offered by Dealer in its ordinary course of business, and no Purchase is in whole or in part, for firearms or used goods; (ii) each Purchase is as represented and warranted to and as agreed with Buyer, each Purchase involved a bona fide sale or lease of goods and/or services to Buyer by Dealer made by Dealer in its ordinary course of business, all goods were delivered and/or services were performed to the acceptance and satisfaction of Buyer and there are no unpaid bills for labor or materials that might give rise to any liens by operation of law or otherwise; (iii) the amounts shown on each Transaction Slip and Credit Slip, the amounts shown in any Data and the identification of each Purchase, are bona fide, true, correct and genuine and have not been altered or misstated, the price for the goods or services shown on each Transaction Slip and in any Data does not differ from the price shown on the receipt or invoice delivered to Buyer at the time of the transaction (except for differences due to Buyer paying for part of such price shown on the receipt or invoice by means other than the Account or Card), the goods delivered and/or services performed are the identical and actual goods and/or services described in each Transaction Slip (or in any other documents provided by Dealer to Buyer that describe the goods and/or services if the same are not described in the Transaction Slip), each Transaction Slip and any Data represent a bona fide obligation as described therein and neither a Transaction Slip nor any Data is a duplicate of an item previously paid by Citi; (iv) prior to submitting each Transaction Slip or any Data to Citi for payment: (A) neither Buyer nor Recipient has exercised or attempted to exercise, any cancellation, rejection, revocation, rescission, avoidance or offset of the Purchase (including the goods or services that are the subject of the Purchase), in whole or in part, whether or not there is a legal right to do so, unless such Transaction Slip or Data is accompanied by a Credit Slip or other Data as a credit adjustment for the dollar amount disputed by Buyer or such other Person in connection therewith and (B) Dealer obtained authorization from Citi for the credit transaction evidenced by each Transaction Slip and by any Data; and (v) Citi's right to money due and to become due for a Purchase is not subject to any defense (except payment), offset, claim, counterclaim or recoupment whatsoever (including lack or absence of consideration, fraud, misrepresentation, any unfair or deceptive act or practice, or any Breach of warranty or guarantee with respect to the goods and/or services) by Buyer or Recipient, there are no undisclosed agreements, concessions, claims or litigation of any nature whatsoever affecting any Purchase, and Citi's security interest in goods that are the subject of each Purchase shall, unless subordinated by or otherwise agreed to by Citi with any Person, be prior to any other lien, security interest, encumbrance or claim whatsoever.

8. Safeguarding Buyer Information and Account Documents; Sending, Retaining and Destroying Buyer Information and Account Documents; Policies and Procedures and Audits and Inspections; Security Breach; Laws. (a) **Safeguarding Buyer Information and Account Documents.** Dealer shall, in a commercially reasonable manner and in accordance with Procedures (if any), safeguard and protect all Buyer information that according to this Agreement is owned by Citi and that comes into or under Dealer's or any other Dealer Person's possession, control or access (including all documents (including Account Documents), databases, computers, software, systems and the like, that comes into or under Dealer's or any other Dealer Person's possession, control or access, containing such Buyer information) (collectively, "Buyer Information"). Dealer shall not disclose to any third party any non-public personal information of any Buyer that is Buyer Information unless permitted by this Agreement or Procedures, consented to by Citi or as required by Laws applicable to Dealer. If such disclosure is required by such Laws, Dealer shall notify Citi in writing as soon as practical after learning such disclosure is required and at least ten (10) days prior to such disclosure, unless doing so would require Dealer to violate such Laws. Dealer shall use Buyer Information only for the purpose for which it is disclosed to Dealer by Buyer, Citi or others. Except as otherwise required by Laws applicable to Dealer or to the other Dealer Persons, Dealer shall cause the other Dealer Persons who come into possession of or have control of or access to Buyer Information to comply with the provisions of this Paragraph 8 to the extent such provisions apply to Dealer.

(b) **Sending, Retaining and Destroying Buyer Information and Account Documents.** Unless provided otherwise in this Agreement or in Procedures, Dealer shall at Dealer's expense: (i) send Citi at least monthly the originals of all Applications received by Dealer and not retain copies of Applications and (ii) retain all other Account Documents containing any Buyer Information and not send them to Citi. In Citi's sole and absolute discretion, Procedures may require Dealer, at Dealer's expense, to send Citi any one or more or all Account Documents selected by Citi (organized by Buyer's last name unless provided otherwise in Procedures) not previously provided by Dealer to Citi, including requiring Dealer to send any one or more or all such Account Documents to Citi upon termination of this Agreement or any other time even if not previously so required by Citi. Dealer shall not dispose of any Account Document, invoice relating to a Purchase or other document containing any Buyer Information relating to an Application, Account, Purchase, Return or other transaction (collectively, "Retained Documents"), until the time provided in Procedures or if not provided in Procedures, until the later of: (i) the expiration of the retention period

(if any) under Laws applicable to Dealer or Citi (whichever is later) or (ii) such document is at least six (6) years old. Unless provided otherwise by Procedures, all Retained Documents not provided by Dealer to Citi shall be shredded by Dealer at Dealer's expense prior to disposal but not until the expiration of the above retention period. All such shredding and disposal and any deletion or destruction by Dealer of Buyer Information in electronic form shall be performed in a commercially reasonable manner.

(c) Policies and Procedures and Audits and Inspections. Dealer shall adopt and enforce policies and procedures that require Dealer and the other Dealer Persons to comply with and carry out the intent of this Paragraph 8. Dealer shall permit Citi to conduct reasonable audits and inspections of Dealer and Dealer's facilities at Citi's expense in connection with the subject matter of this Paragraph 8 and shall cooperate and assist Citi therewith as reasonably requested.

(d) Security Breach. If Dealer has knowledge that a breach of the security or confidentiality of any Buyer Information has or may have occurred, is reasonably likely to occur or is unavoidable, Dealer shall, at Dealer's expense: (i) notify Citi immediately, (ii) repair the breach and restore the security and confidentiality of the Buyer Information involved to limit unauthorized misuse of such Buyer Information to the extent possible, (iii) restore the integrity of Dealer's security safeguards and make appropriate improvements to Dealer's security practices and procedures, (iv) fully cooperate with and assist Citi with Citi's investigation of and response to the matter, including (A) conducting a coordinated investigation with Citi to identify the Buyer Information involved and to determine if the potential or actual breach is reasonably likely to result in harm or inconvenience to any Buyer to whom the Buyer Information relates and (B) rendering cooperation and assistance so that Citi can comply with all Laws applicable to Citi, (v) provide any notices required by Laws except to the extent Citi in its sole and absolute discretion provides the same in the manner required by Laws, in which case Dealer shall pay Citi for Citi's expense of providing the same and (vi) make available to Buyers affected by such breach any financial fraud mitigation measures required by Laws applicable to Citi or Dealer to be made available to such Buyers except to the extent Citi in its sole and absolute discretion makes available the same in the time and manner required by Laws, in which case Dealer shall pay Citi for Citi's expense for the same.

(e) Laws. Dealer shall comply with all privacy, information security, data security, safeguarding and protection of information, disposal, destruction, security breach, financial fraud mitigation and similar Laws, in connection with Buyers or Buyer Information, that are applicable to Dealer or Citi. If any Law requires Citi to enter into an agreement with Dealer that contains any provisions in connection with any of the subject matter of this Paragraph 8 (whether or not as a condition to providing Dealer with certain Buyer Information), to the extent those provisions are not otherwise agreed to in writing from time to time between Dealer and Citi, those provisions shall be deemed agreed to by Citi and Dealer and those provisions shall be deemed to be a part of this Paragraph 8. This Paragraph 8 shall be broadly construed to accomplish its intent.

9. Additional Covenants and Agreements of Dealer. (a) Dealer may offer Buyers only the Credit Plans authorized from time to time by Citi in its sole and absolute discretion for Dealer's use. Citi may change or withdraw the availability of any one or more Credit Plans with or without notice in its sole and absolute discretion. Dealer shall not require any Buyer, through an increase in price or otherwise, to pay any surcharge or other fee for submitting an Application or for using the Account or Card in lieu of paying by other means; provided; however, that this sentence shall not be construed to prohibit Dealer from offering discounts for the purpose of inducing Dealer's customers or prospective customers to pay by cash, check or similar means. Dealer shall immediately notify Citi of any material information of which it becomes aware with respect to any Account or any Buyer with an Account, including the death or change of address or name of such Buyer, Buyer's desire to close an Account or the loss or theft or unauthorized use of any Card or Account. Dealer shall provide Citi with such information and documents as Citi deems necessary or appropriate with respect to the financial condition or otherwise of Dealer, and Dealer shall make available to Citi for examination at all reasonable times, the books of Dealer's business pertaining to financing goods and services. Dealer shall give Citi at least thirty (30) days prior written notice of any sale or lease by Dealer of all or substantially all of Dealer's assets, any merger of Dealer with another entity, any other extraordinary corporate transaction involving Dealer or any changes in Dealer's name or any location of Dealer. Dealer shall notify Citi in writing within five (5) days of any material adverse change in Dealer's financial condition or business prospects or if Dealer has knowledge Dealer is subject to any investigation or action in connection with alleged violations of any Laws.

(b) If requested by Citi, Dealer shall provide Citi with true copies of any and all product and warranty information for the goods and/or services that are the subject of a Purchase. Dealer guarantees all performance and warranties and all service or similar agreements made by the manufacturer, Dealer or any other Person relating to goods and/or services that are the subject of any Purchase, even if such performance, warranty, service or similar agreements are not immediately effective, and, unless such agreement provides otherwise, Dealer shall provide repairs and service to Buyer or Recipient at Dealer's usual rates or charges. If an Account or Transaction Slip includes a charge for a warranty, service, or similar agreement, Dealer shall, if Buyer or Recipient moves out of Dealer's service area or Dealer moves from Dealer's normal service area, to either arrange for warranty or service demanded by Buyer or Recipient to be performed by other qualified persons or refund the unearned portion of the charge assessed for such warranty, service, or similar agreement. If Dealer enters into this Agreement in connection with a Program Agreement, Dealer consents to Citi providing the other Person who is a party to the Program Agreement with Citi with information relating to Dealer (other than Dealer's financial statements), including Net Finance Volume from time to time under any Credit Plans. Dealer shall comply with all Laws applicable to Dealer, and Dealer shall not take or fail to take any action that would cause Citi to violate any Laws applicable to Citi. Subject to any rights Dealer may have under the Laws, during the term of this Agreement, and thereafter until Dealer notifies Citi otherwise, Dealer consents to Citi sending Dealer unsolicited advertisements by facsimile that are reasonable in number and content. During the term of this Agreement and for three (3) years thereafter but subject to any Laws applicable to Dealer or the other Dealer Persons, as the case may be, Dealer shall: (i) keep confidential and not disclose to any Person (other than to other Dealer Persons with a legitimate need to know) any of the Program's payout rates, loss rates, approval rates or Credit Plan mix and (ii) cause the other Dealer Persons to do the same.

10. **Forms.** In connection with the Program, Dealer shall only use the forms, Account Documents and other documents that are approved in writing by Citi or that are provided by Citi to Dealer, as amended from time to time. Dealer shall not, without Citi's written consent, post any form of Account Document or this Agreement on Dealer's or on any other website.

11. **Procedures.** Citi has the right in its sole and absolute discretion, at any time and from time to time, to unilaterally establish and unilaterally amend Procedures, in any respect, whether or not the Procedures, amendment or the subject of the Procedures or amendment was originally contemplated or addressed by this Agreement or by Procedures or is integral to the relationship between the parties. Without limiting the generality of the foregoing, such Procedures and amendments may delete existing Procedures, amend existing Procedures and/or add new Procedures, with respect to matters of any kind whatsoever. All Procedures (including amendments thereto) shall be effective when specified by Citi provided that Citi gives Dealer reasonable advance notice thereof. Amendments to Procedures required by Laws may take effect immediately if necessary to comply with Laws. Dealer shall comply with Procedures. Dealer's Breach of Procedures shall be a Breach by Dealer of this Agreement.

12. **Advertising, Intellectual Property and Marketing.** Prior to use of Citi's or any of its affiliates' name(s) or trademark(s) or reference to the Program or any aspect thereof, in any advertising or otherwise, in any medium, Dealer shall obtain Citi's written approval. Citi has the right to grant or withhold such approval in its sole and absolute discretion. If Dealer requests or authorizes Citi to use any name, logo, trademark, service mark, artwork or other intellectual property not owned by Citi, on any Applications, Cards or other materials, Dealer grants Citi a non-exclusive license to use the same in connection with the Program subject to reasonable quality controls imposed by Dealer. Dealer represents and warrants to Citi that Dealer has the right to grant such license and that any such use by Citi shall not violate the rights of any third Person. Unless expressly agreed to otherwise in this Agreement by Citi, Citi shall not be obligated to expend funds or to incur expenses for marketing the Program.

13. **Indemnification.** Dealer shall indemnify, defend and hold harmless Citi, Citi's subsidiaries and affiliates and Citi's and such subsidiaries' and affiliates' directors, officers, principals, employees and agents (Citi and all of the other foregoing Persons referred to in this sentence other than Dealer will be referred to collectively as the "Citi Persons") from, against and in respect of any and all claims (whether or not involving a third party claim), actions, suits, proceedings, causes of action, liabilities, losses, deficiencies, expenses, costs, fees (including collection agency fees, attorneys fees and expert witness fees) and damages, in connection with: (a) acts or omissions of any third parties (including any bank, other financial institution, clearing house or agent of Dealer) in connection with crediting, debiting or making adjustments to the Settlement Account (as defined in Paragraph 16); (b) any claim by any Person for damages for the alleged injury to or death of any Person or the alleged destruction or damage to or loss of any property, allegedly caused by the goods and/or services that are the subject of any Purchase, including by Dealer's, any manufacturer's or other Person's design defect, manufacturing defect, failure to adequately warn or negligence; (c) any claim by any Person that Dealer or any other Dealer Person has violated any Laws or the intellectual property rights of any Person; (d) any amounts paid by any of the Citi Persons to Buyer or others in connection with any complaint, claim or dispute in connection with the Program, including any Purchase; (e) any Breach by Dealer of this Agreement or any other agreement to which Dealer and Citi are now or hereafter parties; (f) any acts or omissions of Dealer or the other Dealer Persons; or (g) any of the Citi Persons is the prevailing party in any action, suit or claim brought by Dealer. Dealer shall pay the Citi Persons on demand for any amounts for which any of the Citi Persons is entitled to indemnification by Dealer. Dealer shall promptly notify Citi of the making of any claim or the commencement of any action by a Person other than Citi which may give rise to Dealer's obligation to indemnify under this Paragraph. The Citi Persons shall be subrogated to any causes of action or other rights that Dealer may have against any manufacturer or other Person to the extent necessary to insure that the Citi Persons are fully indemnified.

14. **Parties.** In this Agreement, "Dealer" means all parties to this Agreement other than Citi or Citi's or its successors' or assigns' subsidiaries or affiliates. If more than one Person is included within "Dealer," each such Person is jointly and severally liable and obligated with the other to Citi under this Agreement.

15. **Notices.** Any notice sent by Citi to Dealer to the last known email address, facsimile number or physical or postal address of Dealer shall be deemed delivered and received upon being sent by Citi thereto via such method, and notices need not be executed by Citi to have the effect of giving notice to Dealer; provided, however, that Citi shall not be bound by any notice not authorized by Citi.

16. **Automated Funding and Offset.** (a) **Automated Funding.** Dealer authorizes Citi, by electronic means, to: (i) initiate credit entries to Dealer's bank account or other account described in the Dealer Application or in other documentation between Dealer and Citi (the "Settlement Account") and (ii) initiate debit entries and adjustments to the Settlement Account for any amounts Dealer owes any of the Citi Persons under this Agreement or otherwise. Dealer authorizes the bank or other financial institution named in the Dealer Application or in other documentation between Dealer and Citi to make such credit or debit entries to the Settlement Account. Dealer may, with ten (10) business days notice to Citi via a form approved by Citi, substitute a different Settlement Account for the Settlement Account then in use. During the term of this Agreement and for one hundred eighty (180) days thereafter: (i) the above authorizations shall remain in effect, (ii) Dealer shall maintain the Settlement Account with sufficient funds so as to permit Citi to debit such Settlement Account for all Chargebacks and other amounts Citi is entitled to debit pursuant to this Agreement and (iii) Dealer shall comply with the rules of the National Automated Clearing House Association as then in effect.

(b) **Offset.** Citi has the right to offset against any amounts owed to Dealer, any amounts owed to Citi or to the other Citi Persons by Dealer under this Agreement or otherwise.

(c) **Amounts.** Without limiting the generality of any other provision of this Agreement, the amounts for which Citi may debit the Settlement Account and/or offset include any Discount Citi is entitled to, the amount owed by Dealer in connection with a Chargeback or Credit Slip, any Buyer payments accepted or received by Dealer in Breach of Paragraph 4(e) and any other amounts Dealer owes under Paragraph 13. In addition, from and after either party giving notice of termination of this Agreement as well as from and after a Breach by Dealer of this Agreement or any other agreement to which Dealer and Citi are now or hereafter parties, Citi shall have the right to estimate any or all amounts Dealer may then or may in the future owe to Citi or any of the other Citi Persons under this Agreement or otherwise, even if not then owed, and Citi shall have the right to offset any or all such amounts against any amounts then or thereafter owed to Dealer by Citi. If Citi offsets pursuant to the preceding sentence, when it has sufficient information to do so, Citi will determine whether the amounts it so offset exceeded the amounts Dealer ultimately owed Citi and the other Citi Persons, and Citi will promptly reimburse Dealer for any such excess.

(d) **Exercise of Rights.** Citi shall have the right, at its sole option, to determine whether to debit the Settlement Account or to offset or to exercise a combination of such rights, with respect to the amounts Citi is entitled to debit or offset. If Citi elects to debit the Settlement Account, that shall not prejudice Citi's right to offset and vice versa, nor shall a failure to debit the Settlement Account and/or to offset prejudice any of the Citi Persons' rights or remedies under this Agreement or otherwise. Any amounts that are not satisfied by a debit or offset or combination thereof shall be a debt of Dealer and shall be immediately due and payable by Dealer unless this Agreement expressly provides for a longer time for payment.

17. **Equipment, Software and System.** Citi may supply or may have supplied Dealer with one or more routers, circuits, remote data entry computer terminals, printers, point of sale devices or other devices or equipment (collectively, "Equipment") and/or software ("Software") for contract preparation, credit application and/or transaction processing or other purposes. Dealer acknowledges and agrees it does not own the Equipment or Software and agrees that it shall not reproduce any Software. Upon Citi's request, Dealer shall provide a dedicated telephone line to transmit and receive data to and from Citi and its designees. Citi shall have the right at any time while this Agreement is in effect and thereafter, to enter Dealer's premises after reasonable notice for the purposes of removing or repairing the Equipment and Software or making alterations, additions and enhancements thereto. **The Equipment, any Software and the Citi Site are provided or made available by Citi "AS IS" and without express or implied warranties of any kind by Citi or any other Person, including any implied warranty of merchantability or fitness for a particular purpose. Dealer acknowledges and agrees that the Equipment, Software and the system utilized for the Program (including the Citi Site) will not necessarily be error-free or always functional, and Dealer agrees that Citi is released from and shall not have any liability for the failure of the Equipment, Software or such system (including the Citi Site) to be error-free or functional, even if the same is caused in whole or in part by Citi's negligence.** If the Equipment, Software or such system (including the Citi Site) fails to be error-free or functional for any reason, Dealer shall immediately notify Citi. If such failure is not due to the fault of Dealer, then as Dealer's sole right or remedy under this Agreement or otherwise, Dealer shall be excused from its obligations in Paragraph 2(a) from the time it has notified Citi until such failure terminates if Citi does not provide Dealer with a reasonable alternative means for processing Applications, Purchases and Returns. Dealer shall pay the cost to repair or replace Equipment or Software if such repairs or replacements are required as a result of the fault of Dealer.

18. **Force Majeure.** None of the Citi Persons shall be liable to Dealer in connection with Citi's failure to perform under this Agreement if such failure arises in connection with events that are in whole or in part beyond the reasonable control of Citi, including, acts of God or of the public enemy, acts of civil or military authority, fires, strikes, unavailability of energy resources, delay in transportation, riots, terrorism or war.

19. **Miscellaneous.** Citi may accept this Agreement: (a) by executing and delivering this Agreement to Dealer or (b) without executing or delivering this Agreement but by both (i) notifying Dealer in writing that Dealer has been approved for the Program and (ii) making the Program operationally available to Dealer for processing Applications, Purchases and Returns. However, Citi shall not be bound by any alterations made to this Agreement by Dealer prior to Citi's acceptance of this Agreement unless an authorized officer or agent of Citi has initialed such alterations and executed and delivered this Agreement to Dealer. This Agreement may be executed in counterparts. This Agreement (and if applicable, the Dealer Application or any other document evidencing a party's assent to this Agreement) may be delivered via facsimile or other electronic means, and facsimile, photocopied or other reproduced versions of this Agreement (and if applicable, the Dealer Application or any other document evidencing a party's assent to this Agreement) and any amendments hereto shall be admissible in a court of law without regard to any requirement that an original hereof or thereof be produced. Dealer's liability under this Agreement shall be absolute and unconditional and shall not be subject to any reduction, offset or recoupment, by Dealer, and shall not be limited or avoided on account of any action or inaction of Citi with respect to any Account, Transaction Slip or otherwise. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws and shall be binding on and inure to the benefit of each party and its successors and permitted assigns; however, Dealer may not assign this Agreement or any rights under this Agreement by operation of law or otherwise without the prior written consent of Citi. Citi may assign in whole or in part, this Agreement, any or all Accounts, Account Documents, and any rights under this Agreement or thereunder, at any time to any Person. No assignment of this Agreement shall relieve the assignor of liability under this Agreement. This Agreement and any document referred to herein as being part of this Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and thereof. Time is of the essence of this Agreement. If any provision or portion of this Agreement is invalid, illegal, void or unenforceable, that shall not affect the validity or enforceability of any other provision of this Agreement. The parties' rights and remedies under this Agreement and otherwise are cumulative. Unless required otherwise by Laws applicable to Citi or to Dealer, nothing in this Agreement creates

any third party beneficiary rights except for the Citi Persons who are not parties to this Agreement. Citi and Dealer are in the position of independent contractors as to each other and not partners or joint venturers.

20. **Termination.** Subject to any other provision that permits earlier termination, either party has the right to terminate this Agreement upon thirty (30) days' prior written notice to the other except that Citi also has the right to terminate this Agreement immediately upon an adverse change in Dealer's financial condition or a substantial Breach by Dealer of this Agreement or any other agreement to which Dealer and Citi are now or hereafter parties. At Citi's sole option, no termination of this Agreement initiated by either party will become effective unless Dealer has first paid Citi either all amounts owed by Dealer under this Agreement through the termination date or a reasonable estimate of such amounts to the extent the same cannot be precisely determined by the termination date. Upon termination of this Agreement, Dealer shall not present Applications or Transaction Slips to its customers, and subject to this Agreement (including Paragraph 7(b)-(c)) and Procedures, Dealer shall submit to Citi within thirty (30) days of the termination date all Transaction Slips or Data for which Dealer desires payment. Such termination shall not relieve either party of liability for any Breach of this Agreement. Any provision of this Agreement or Procedures which by its terms, sense, nature or context does or should survive such termination shall so survive. Without limiting the generality of the foregoing, Paragraphs 1, 2(b), 2(c), 3-6, 8, 9(b), 10, 11, 13-20, 21(a), 22 and 23 shall survive such termination. Citi's obligation to pay Participation, if any, shall cease on such termination except for Participation that is then earned and unpaid.

21. **Amendments and Waiver.** (a) **In General.** No amendment to this Agreement will be binding on any party unless specifically permitted by this Agreement or unless set forth in a document executed by the party to be charged with the amendment. Neither party will be deemed to have waived any of its rights or remedies under this Agreement unless such waiver is approved in writing by that party. Either party's failure to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver of any of its rights or remedies under this Agreement or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.

(b) **Amendments By Citi.** In addition to any other rights Citi has under this Agreement to make unilateral amendments, Citi has the right in its sole and absolute discretion, at any time and from time to time, to unilaterally amend this Agreement in any respect, whether or not the amendment or the subject of the amendment was originally contemplated or addressed by the parties or is integral to the relationship between the parties. Without limiting the generality of the foregoing, such amendments may delete existing provisions of this Agreement, amend existing provisions of this Agreement and/or add new provisions, with respect to matters of any kind whatsoever. Citi will send Dealer at least forty-five (45) days prior written notice of the amendment. Such amendment shall not be retroactive and shall take effect when stated in the notice of the amendment unless within forty-five (45) days of the date Citi sends such amendment (or any longer time specified in the notice or in the amendment), Citi receives written notice from Dealer that Dealer rejects the amendment. If Citi does not receive such notice within such period of time, or if Citi receives such notice but Dealer uses the Program on or after the date the amendment was to be effective in the absence of such notice, Dealer shall be deemed to have nevertheless accepted such amendment. This subparagraph shall not survive termination of this Agreement, but any such amendment that was effective prior to such termination shall survive if so required by this Agreement or by such amendment.

22. **Limitation of Liability.** Subject to all of Dealer's indemnification obligations, in no event shall either party be liable to the other for any indirect, consequential, incidental, special, punitive or exemplary damages, or for any loss of profits or revenue, regardless of whether such party knew or should have known of the possibility of such damages. This paragraph does not limit Dealer's liability for any Breach of this Agreement or any other agreement, to the extent such Breach or any termination of this Agreement by Citi in connection with such Breach, causes a loss of Net Finance Volume or a loss of Citi's profits thereon.

23. **Waiver of Jury Trial.** Citi and Dealer hereby irrevocably waive any right to a trial by jury in any action, suit, proceeding or claim in connection with this Agreement or the Program and agree that the same shall be tried before a court and not before a jury. This waiver applies to all parties to such actions, suits, proceedings or claims, including persons who are not parties to this Agreement.

24. **Internet Processing.** (a) **Internet Transactions.** Subject to the terms and conditions of this Agreement and the requirements of Citi from time to time in Citi's sole and absolute discretion, Citi agrees that Dealer may submit Internet Transactions to Citi via the Citi Site while the same is functional.

(b) **Account Documents.** Dealer shall utilize the then current Account Documents made available via the Citi Site or as otherwise provided by Citi.

(c) **Processing Applications.** Prior to submitting an Application or Purchase to Citi via the Citi Site for processing, Dealer shall obtain identification from Buyer as required by this Agreement and any Procedures, provide Buyer with a paper form of then current and applicable Account Documents and obtain a completed and signed Application from Buyer.

(d) **Computers and Accessing Citi Site.** (i) **Computers.** Dealer and its authorized users shall access the Citi Site only from computers located within Dealer's store that have been approved for such use by Citi. The security provided by Dealer for the PIN numbers (or other forms of identification provided to Dealer by Citi), computers, servers, other equipment necessary for Dealer's access to the Citi Site and to process Internet Transactions shall be commercially reasonable and comply with Citi's requirements thereto relating to information security and physical security. Dealer shall place computers in safe locations within its stores that are not accessible to those not employed by Dealer. Computers must be capable of: (A) printing current Account Documents; and (B) connecting to the Citi Site to receive and transmit information from and to Citi. Dealer shall be solely

responsible for any costs associated with the computers, including costs necessary to maintain them in good working order and repair, and accessing the World Wide Web as necessary to connect to the Citi Site.

(ii) Unauthorized Access to and Misuse of Citi Site. Dealer shall be solely responsible for any unauthorized access or misuse of the Citi Site using the PIN numbers or other forms of identification provided to Dealer by Citi. If Dealer becomes aware of any unauthorized access to or misuse of the Citi Site, Dealer shall notify Citi upon discovery of such circumstances.

(e) Suspension and Termination. Citi may in its sole and absolute discretion, at any time and from time to time, suspend and terminate the Citi Site as a means of processing Internet Transactions; provided, however, that if Citi does so without cause, Dealer shall be excused from its obligations under Paragraph 2(a) until the first to occur of (i) Citi making the Citi Site available as a means of processing Internet Transactions or (ii) Citi providing Dealer other reasonable means for processing under this Agreement.

[END]

Note to Retailer: Complete This Form (50374-C) Only If You Have At Least One Store Location In
California, Michigan, New York And/Or Pennsylvania

The States of California, Michigan, New York and Pennsylvania allow for a portion of the sales tax on a purchase financed by a financing provider to be refunded to the financing provider if the account is charged off by the financing provider due to the customer's default. For Citicorp Trust Bank, fsb to recover the charged-off sales tax amounts from one of these states, the state's laws require that our dealer sign an election form. The form below is for that purpose.

Signing the form does not create any tax liability to you. Signing and returning the form as part of the dealer sign up will enable us to keep our losses down and to continue offering competitive pricing.

To complete the form:

1. In Paragraph 1a below, insert the name, address, and seller's permit number(s) of the legal entity under which you remit sales tax to the States of California, Michigan, New York and/or Pennsylvania.
2. Sign and date the form on the second page. Then, return the form with the other sign up documents you are submitting. If you are not submitting other sign up documents, fax the form to us at 888-596-4474 or mail it to us at Citi Retail Services, 4500 New Linden Hill Road, Wilmington, DE 19808 unless we have provided you different return instructions.

AGREEMENT FOR ENTITLEMENT TO REFUND, DEDUCTION OR CREDIT

This Agreement for Entitlement to Refund, Deduction or Credit ("Agreement") is entered into by and between the undersigned "Lender" (as defined below) on behalf of itself and its successors and assigns, and the undersigned "Retailer" (as defined below) on behalf of itself and its subsidiaries, affiliates, successors and assigns. The parties enter into this Agreement pursuant to Cal. Rev. & Tax. Cd. § 6055 (b), Mich. Comp. Laws Ann. § 205.54i, N.Y. Tax Law § 1132(e-1) and Pa. Stat. Ann. 72 § 7247.1.

1. Definitions. The following terms are defined as follows:

- a. "Retailer" means _____,
whose address is _____ and
whose telephone number is _____, and its subsidiaries,
affiliates, successors and assigns. The Retailer's sales tax account numbers are:

California: _____
Michigan: _____
New York: _____
Pennsylvania: _____

- b. "Lender" means Citicorp Trust Bank, fsb, a federal savings bank doing business as "CitiFinancial Retail Services" or "Citi Retail Services," and its successors and assigns, 300 Saint Paul Place, BSP05A, Baltimore, MD 21202, (866) 610-1750. The Lender's California account number is 100-444338.

- c. "Accounts" means any and all accounts and contracts arising from sales in California, Michigan, New York or Pennsylvania (individually, a "State") which are, have been or will be charged off by Lender and which are, have been or will be (1) held by the Lender without recourse to the Retailer pursuant to the Lender's contract(s) with the Retailer who reported the tax (including, without limitation, pursuant to any Dealer Agreement between the Retailer and the Lender (such contract(s) as amended from time to time, the "Dealer Agreement")), (2) created between the Retailer and its retail customers which are, have been or will be assigned directly from the Retailer to the Lender without recourse to the Retailer, or (3) acquired by the Lender from the Retailer without recourse

to the Retailer pursuant to an agreement directly with the Retailer who reported the tax; provided, however, that "Accounts" shall not include any of the aforementioned accounts or contracts the Lender assigns to the Retailer pursuant to a chargeback.

2. Assignment. The Retailer and the Lender agree that all of the rights of the Retailer in any and all Accounts, whether currently in existence or created in the future, including, without limitation, the right to claim sales tax refunds, deductions or credits, are owned by the Lender. The Retailer irrevocably assigns, transfers and relinquishes all of the foregoing rights in all Accounts to the Lender, including, without limitation, the right to claim sales tax refunds, deductions or credits with respect to all Accounts. The Lender has the right to assign this Agreement to any third party.

3. Entitlement to Tax Refund, Deduction or Credit on Accounts. The Retailer and the Lender agree that the Lender is the party entitled to claim any potential sales tax refunds, deductions or credits as a result of bad debt losses charged off by the Lender on any and all Accounts. The Retailer agrees that it has not and will not claim a deduction, refund or credit with respect to any Accounts and hereby relinquishes to the Lender all rights to claim such deductions, refunds or credits. The Lender and the Retailer agree that the Lender shall receive any sales tax refunds or any of the tax benefit of deductions or credits received from the State with respect to claims relating to Accounts.

4. Blanket Election. The Retailer and the Lender hereby make an irrevocable election that designates and entitles the Lender (and not the Retailer) to claim the sales tax bad debt deduction, refund or credit with respect to any Accounts found worthless and charged off for income tax purposes. The effective date of this election is October 1, 1999.

5. Payment of Sales Tax. The Retailer represents and warrants that it reported the tax on the sale of the property with respect to any existing Accounts, and that it will report the tax on the sale of the property with respect to future Accounts.

6. Confidentiality. The Retailer and the Lender acknowledge that the State may disclose relevant confidential information to all parties involved in order to evaluate, support and confirm the sales tax bad debt deductions, refunds or credits.

7. Documentation. The Retailer and the Lender agree to furnish any and all documentation requested or required by the State to support the deductions or claims for refunds or credits filed by the Lender.

8. Term. This election may not be amended or revoked unless a new election, signed by both the Retailer and the Lender, is filed with the State.

9. Filing of Election. The Lender and the Retailer agree that the Lender may file this Agreement as an election with the State.

Dated as of the ___ day of _____, 20__.

Citicorp Trust Bank, fsb

"Retailer"

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.