

ADDENDUM TO RETAIL INSTALLMENT CONTRACT
ARBITRATION AGREEMENT AND SUPPLEMENTAL DISCLOSURE

Pursuant to the Retail Installment Contract (the "RIC") that Buyer signed in connection with the purchase of the below-referenced vehicle ("Vehicle") from Seller, dated the same date as this Addendum to Retail Installment Contract, Arbitration Agreement and Supplemental Disclosure ("Addendum"), Buyer agrees to following additional terms:

Vehicle: _____

- 1) ARBITRATION. Any claim, dispute or controversy ("Claim") arising from or connected with the RIC, any security interest created by the RIC, any documents relating to the RIC, the collection of the RIC, the purchase of the goods and/or services pursuant to the RIC, or the enforceability, validity or scope of this arbitration clause or the RIC shall be governed by this provision. Upon the election of Buyer(s) or Seller ("Seller") or any assignee of the RIC ("Holder"), by written notice to the other party, any Claim shall be resolved by arbitration before a single arbitrator, on an individual basis, without resort to any form of class action ("Class Action Waiver"), pursuant to this arbitration provision and the applicable rules of the American Arbitration Association ("AAA") in effect at the time the Claim is filed. Any arbitration hearing shall take place in the county and state where the Buyer(s) maintains his or her residence or in which the Buyer(s) executed the RIC. At the written request of Buyer(s), any filing and administrative fees charged or assessed by the AAA which are required to be paid by Buyer(s) and that are in excess of any filing fee Buyer(s) would have been required to pay to file a Claim in that state's court shall be advanced and paid for by Seller. Seller shall also pay amounts that the arbitrator determines that Seller must pay in order to assure the enforceability of this arbitration provision. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER BUYER OR SELLER WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, BUYER(S) WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO THAT CLAIM AND BUYER(S) WILL HAVE ONLY THOSE RIGHTS THAT ARE AVAILABLE IN AN INDIVIDUAL ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT AS PROVIDED IN THE FEDERAL ARBITRATION ACT ("the FAA"). This Arbitration Provision shall be governed by the FAA, and, if and where applicable, the internal laws of the State of residence of the Buyer(s). If any portion of this paragraph 1 of the Arbitration Agreement and Supplemental Disclosure (the "Agreement") is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this paragraph 1 of the Agreement or the RIC, provided however, if the Class Action Waiver is deemed invalid or unenforceable, then this paragraph 1 of the Agreement shall be null and void and of no force or effect, but the remaining terms of this Agreement and the RIC shall remain in full force and effect. Judgment on any award may be entered by any appropriate court having jurisdiction. The arbitrator may not award punitive or exemplary damages against any party.

If either Buyer(s), Seller or Holder has submitted a Claim to the AAA which the AAA refuses to entertain without fault of either party, Buyer(s) and Holder shall nevertheless resolve such Claim by arbitration as provided below. For a period thirty (30) days after notice of such refusal, the parties shall in good faith attempt to agree on the selection of an individual successor arbitrator to arbitrate the Claim. The successor arbitrator shall be independent, neutral and qualified with experience in matters such as raised by the

Claim and shall have no pre-existing relationship with any of the parties. The applicable rules of the AAA shall be applicable to the arbitration of the Claim. If the parties are unable to agree on the successor arbitrator within thirty (30) days following the rejection of the Claim by AAA, then on application by either party to a Court of competent jurisdiction with notice to the other party, the Court shall select such successor arbitrator. Except for the reference to the AAA in the foregoing paragraph, all the other terms and provisions thereof will be applicable to such arbitration by the successor arbitrator.

- 2) **SELLER NOT AGENT OF BUYER.** Buyer(s) understands and acknowledges that the RIC may be sold, assigned or otherwise transferred to a third party for an amount which is equal to, in excess of, or less than the Amount Financed as shown on the RIC. An assignee may calculate the amount to be paid to the Seller for the RIC in part on the amount of finance charge to be charged to Buyer(s). The Seller is not acting as an agent of Buyer(s) in any manner relating to the terms of financing in the RIC. Therefore, the Annual Percentage Rate may not be the lowest rate available and Seller may be retaining a portion of it. Buyer(s) is encouraged to seek alternative financing sources.
- 3) **ELECTRONIC CHECK CONVERSION.** When Buyer provides a check as payment, Buyer authorizes Seller or Holder to either use information from Buyer's check to make a one-time electronic fund transfer from Buyer's account or to process the payment as a check transaction. In addition, when Buyer authorizes Seller or Holder by phone, in writing, or by computer to make payment(s) on Buyer's account from Buyer's financial institution, Seller or Holder will also use information from Buyer's check or information which Buyer gives to make (an) electronic fund transfer(s) from the financial account Buyer specifies and in the amount(s) Buyer requests. When we use information from Buyer's check to make an electronic fund transfer, funds may be withdrawn from Buyer's account as soon as the same day we receive Buyer's payment and Buyer will not receive the check back from Buyer's financial institution. If payment is returned unpaid, Buyer authorizes Seller or Holder to make a one-time electronic fund transfer from Buyer's account to collect a fee. The fee will be determined by the maximum amount authorized by law. If Buyer's check payment is returned unpaid, Seller or Holder may elect to electronically re-present the check up to two more times.
- 4) **INSURANCE.** Any insurance obtained through Seller will be issued through Hercules Insurance Agency LLC ("Hercules"). Hercules is affiliated with Nationwide West LLC through common ownership and is also affiliated with Nationwide Acceptance Corporation ("Nationwide"). Buyers(s) acknowledges that Seller, Nationwide West LLC, Hercules, and Nationwide act SOLELY ON THEIR OWN BEHALF AND ARE NOT AGENTS OF THE BUYER(S). Each company receives remuneration from the sale of the proposed insurance. Purchase of insurance from Seller, Nationwide West LLC or Hercules is not required to obtain credit. Buyer(s) may choose the person through whom any insurance is obtained.
- 5) **DISHONORED FUNDS.** To the extent permitted by law, if any check drawn by Buyer(s) given to Seller in connection with the RIC is not honored because of insufficient funds or uncollected funds or because no such account exists, Buyer(s) agrees to pay Seller an amount not exceeding the maximum amount authorized to be charged by applicable law.
- 6) **COMMUNICATIONS.** Buyer hereby expressly consents to and acknowledges that Nationwide West LLC may call Buyer using a prerecorded or artificial voice message and an automated dialing system to the extent not prohibited by law. In addition, to the extent not prohibited by law, Buyer authorizes Nationwide West LLC to place telephone calls and send mobile service commercial messages (e.g., text messages) to Buyer's

computer or wireless device (e.g., cell phones and/or pagers), including using a prerecorded or artificial voice message and/or an automated dialing system. Buyer also agrees that Nationwide West LLC may contact Buyer using electronic mail (e.g., email). These authorizations apply even though Buyer's number or other contact information may be on a do-not-call or do-not-contact registry or list (whether maintained by a government agency, other third-party or in-house), and Buyer may incur a charge from his/her service provider.

- 7) APPLICATION OF PAYMENTS. Payments received may be applied to the earned and unpaid part of the finance charge, to the unpaid part of the principal balance and to other amounts Buyer owes under the RIC in any order Nationwide West LLC chooses and as permitted by law. In the event of insurance proceeds (received as a result of any claim made on any insurance) or any other credit received (e.g., rebate for canceled ancillary product such as extended service plan), unless sufficient to pay the RIC in full, shall be applied to the unpaid installments in the reverse order of when they are due (i.e., beginning with the final payment) and shall not affect payments that come due in the ordinary course. In the event of insurance proceeds or other credits, Buyer shall be required to make payments as scheduled in the RIC.
- 8) OTHER. The provisions hereof shall be binding on and be for the benefit of the Buyer/Co-Buyer/Co-Signer and Seller of the RIC and their respective permitted successors and assignees.
- 9) RATIFY RIC/CONFLICT OF PROVISIONS. This Addendum is hereby incorporated into and made a part of the RIC, and, thus, any violation of a term or condition of this Addendum may be a default under the RIC. Except as modified by this Addendum, the RIC is hereby ratified and reaffirmed and remains in full force and effect. In the event there is a conflict between the RIC and this Addendum, the terms of this Addendum shall govern. Any assignment of the RIC shall also constitute a contemporaneous assignment of this Addendum.

Buyer(s) acknowledges s/he has read and voluntarily agreed to the foregoing and acknowledge receipt of a copy of this document.

Date Executed _____, 20_____

Buyer / Co-Buyer / Co-Signer Signature

Seller

Buyer / Co-Buyer / Co-Signer Printed Name

Seller Signature

Buyer / Co-Buyer / Co-Signer Signature

Seller Printed Name and Title

Buyer / Co-Buyer / Co-Signer Printed Name