

SUPPLEMENTAL DISCLOSURE AND AGREEMENT

Vehicle: _____

1. Buyer(s) understands and acknowledges that the Retail Installment Contract, pursuant to which Buyer(s) is purchasing the above Vehicle ("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 interest 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.

2. **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 RIC shall be governed by this provision. Upon the election of Buyer(s) or Dealer/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, 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. 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 Holder. The arbitrator may not award punitive or exemplary damages against any party. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER BUYER OR HOLDER 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 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 Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the RIC.

3. **ELECTRONIC CHECK CONVERSION.** When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. In addition, when you authorize us by phone, in writing, or by computer to make payment(s) on your account with us from your financial institution, we will also use information from your check or information which you give us to make (an) electronic fund transfer(s) from the financial account you specify and in the amount(s) you request. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. If your payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your account to collect a fee. The fee will be determined by the maximum amount authorized by law. If your check payment is returned unpaid, we may elect to electronically re-present your check up to two more times.

4. The provisions hereof shall be binding on and be for the benefit of the Buyer/Co-Buyer/Co-Signer and the Holder of the RIC and their respective permitted successors and assigns.

Buyer(s) acknowledge they have read and voluntarily agreed to the foregoing and acknowledge receipt of a copy of this document.

Executed on _____, 20____

BUYER / CO-BUYER / CO-SIGNER SIGNATURE

DEALER / SELLER

PRINTED NAME: _____

BY: _____

BUYER / CO-BUYER / CO-SIGNER SIGNATURE

DEALER / SELLER / SIGNATURE

PRINTED NAME: _____