

Please print CLEARLY and complete/attach all requested information.

Foundation Finance Company New Dealer Enrollment

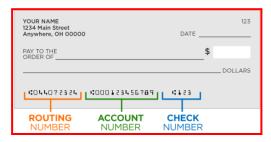
Fax to: 715-847-4429

Email to: sales@foundationfinance.com

Thank you for your interest in Foundation Finance Company (FFC). **Becoming an FFC dealer is fast, simple and FREE**.



Complete the attached ONE-PAGE Dealer Application and the Master Dealer Agreement. Fill out both documents completely and have company owner/s sign. Fax or email both documents to FFC.



Please also include:

*a copy of a voided check *business registration with your state *contractor's/installer's license (if applicable)



We'll process the application and notify you if any additional information is required to get you enrolled. Dealer applications are normally processed the same day (or, if we receive it late in the day, on the next business day).



When you're approved, we'll contact you with your dealer number and you'll be ready to start submitting applications and closing deals!!

If you have any questions on the dealer application process or on our program, please call us at 1-855-241-0024.

FAX COMPLETED DOCUMENTS TO 715-847-4429

or email to sales@foundationfinance.com



NAME:

Please print CLEARLY and complete/attach <u>all</u> requested information.

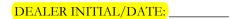
Foundation Finance Company New Dealer Application Fax to: 715-847-4429

Email to: sales@foundationfinance.com

Estimated # of Financed Sales/Month: \square 0-5 \square 6-10 \square 11-15 \square 16-20 \square 20+

How did you hear about FFC?	20100100			Referral Code: _Best Bath_
	COMPANY IN	FORMATIO)N	
COMPANY NAME:				
D/B/A:				
COMPANY ADDRESS:		City:		State: Zip:
COMPANY PHONE:	COMPANY	FAX:		
COMPANY EMAIL:	ADD'L EM	AIL:		
WEBSITE ADDRESS:				
PRIMARY CONTACT PERSON:		_ TITLE:		
YEAR COMPANY STARTED:	WHAT STATES DO	O YOU DO BUS	INESS IN?	
WHAT PRODUCTS DO YOU SELL?				
HOW MANY TOTAL SALES/MONTH?	AV	E. SALE PRICE?		
CURRENT FINANCING PROGRAMS (list co	ompanies):			
RECEIVE CREDIT DECISIONS BY:	EMAIL #1		EN	MAIL #2
***IF YOU HAVE ADDITIONAL LOC CON	ATIONS TO ENROLL, P.			
OWNER INFOR	MATION ***ATTACH	SEPARATE PAG	E FOR ADD	ITIONAL OWNERS***
OWNER 1 NAME:	C	% OWNED:		HOME PHONE:
HOME ADDRESS:				
OWNER 2 NAME:	0	% OWNED:		HOME PHONE:
HOME ADDRESS:				
	TRADE REI	FERENCES		
COMPANY NAME:	CITY/STATE: _			_ PHONE:
COMPANY NAME:				
ACH	INFORMATION *	**ATTACH A VO	IDED CHE	CK***
BANK NAME:	CITY/STATE:			PHONE:
CHECKING/SAVINGS (circle) ACCOUNT I authorize Foundation Finance Company to	NT #:initiate credit entries and to in	itiate debit entries	ROUTING and adjustm	#ents for any entries in error to this account.
	OWNER SI	GNATURE		
For the purpose of establishing and maintaining a investigations deemed necessary, including obtain authorized to release information about my comp is for internal use only to establish financial sound the dealership.	ning a credit report on any owr any's experience with them. Fl dness and credit worthiness of	ner or principal of t FC promises not to	he dealership divulge any	p. Any reference listed on this application is information contained herein. This information orized to provide this information on behalf of
PRINT OWNER'S	OWNER'S			DATE:

SIGNATURE:





Foundation Finance Company (Foundation First Funding in NY, OK, PA, VT; Foundation Credit Company in NE) Dealer Agreement

This Dealer Agreement ("Agreement") is entered into this day of, b	petween Foundation Finance Company
(Foundation First Funding in NY, OK, PA, VT; Foundation Credit Company in NE), ("FFC") local	ted at 700 Eagle Nest Blvd,
Rothschild, WI 54474, and	(Legal Name of Dealer)
("Dealer"), a (state) \square corporation \square limited liability company \square sole proprietorship \square otherwise	her

Dealer is in the business of selling products and/or services ("Products") to consumers, and Dealer permits consumers to make a purchase of Products ("Purchase") under the terms of a retail installment contract ("Contract") or a retail installment account ("Account"). FFC has established a program (the "Program") under which FFC will purchase Contracts and Accounts from Dealer from time to time, in accordance with the terms of this Agreement. This agreement does not obligate FFC to purchase any Contracts or Accounts. "Program Terms" means the financial terms on which FFC may purchase Contracts and Accounts under this Agreement, as determined by FFC from time to time.

- 1. <u>Representations and Warranties</u>: With respect to all Contracts or Accounts sold by Dealer to FFC, and to the Purchases of Products related thereto, Dealer represents and warrants that:
- a) The retail installment contracts, retail installment account agreements, sales slips and any other documents relating thereto ("Documents") represent bona fide sales in the ordinary course of Dealer's business that were executed by the Buyers named on said Documents, and all signatures on the Documents are genuine;
- b) The Documents and sale transaction have been executed and conducted in compliance with all Federal, State and local laws, and there were no false, misleading, deceptive, or abusive acts or practices by Dealer in connection with any Document; Dealer had full authority to sell the goods or services at the time of the sale;
- c) The Products purchased by the Buyers were carefully and properly assembled, installed, inspected, and adjusted to factory specifications, and Dealer had the required licenses, bonding or permits for installation; services rendered to Buyer were done in compliance with all applicable laws and regulations and were carried out in compliance with any written contract provided to the Buyer. Dealer has all required licenses, bonding or permits to provide these Services, including financing licenses or registrations, where required; all Products have been accepted by the Buyer; all Products were sold by Dealer for personal, family, or household purposes, and not for any business or commercial purpose;
- d) The Documents are genuine, valid and enforceable against all makers, obligors, guarantors or sureties (except for a defense of failure in consideration of a guarantor or surety), except as the same may be subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally or principles of equity;
- e) The Dealer knows of no material misrepresentations in the Documents and the facts, numbers, and other information set forth in each Document are true; Dealer has no knowledge of any facts not disclosed to FFC that may impair the Buyer's credit; the Documents and the related credit application are true and correct to the best of Dealer's knowledge;
- f) The Buyers, and any guarantors or sureties, are not minors and have the legal capacity to contract;
- g) The Dealer has reviewed a valid form of identification on each Buyer and the signatures on the Documents (other than signatures that FFC has agreed may be made electronically) are reasonably similar to the identification reviewed by Dealer;
- h) The Buyers were provided fully completed copies of all Documents in a timely manner and no Document was altered after the Buyers signed said Documents; Documents were fully completed at the time the Buyers signed them (including all dates, dollar amounts and descriptions);
- i) There is no fact nor any claim, counter claim or set off on the Purchase or Documents that would impair the validity, enforceability, or collectability of the obligation represented by the Documents;
- j) There have been no representations or warranties made to the Buyers which are not contained in the Documents, other than a manufacturer's or Dealer's standard warranties, and in the event a manufacturer or Dealer breaches a standard warranty, Dealer will cure the breach within 15 days of notice of the breach;
- k) Any down payment was made by cash, check or credit card and was properly disclosed on the Documents, and does not include any manufacturer's rebate or any other direct or indirect loan from the Dealer or the manufacturer to the buyer(s); except for any such down payment made by credit card, Dealer has not made and will not make any agreement with Buyer to separately finance any portion of the contract or to make any payments for the Buyer;
- l) All Documents have been signed by an employee of Dealer who is authorized to bind Dealer to the terms of this Agreement;
- m) Any sales contracts between Dealer and Buyers contain all terms and notices, and is provided in such formats, as required by all applicable laws;
- n) Dealer has not added any finance or loan-related fees onto prices quoted to the Buyers nor disclosed that any finance or loan-related fees, such as dealer or discount fees, are included in the amount financed;

DEALER	TN TTTT A T	
I JE A LEK	INITIAL.	/ L J A I E

- o) Dealer has good title to the Documents, has the right and authority to sell, assign, and transfer the Documents, and FFC shall have a valid and perfected first priority security interest in the Products and the buyer(s) shall have good title to the Products described in the Documents:
- p) The Products described in each Document are free of all liens or other encumbrances, except for the lien created by such Document.
- q) Dealer has paid all subcontractor invoices prior to submitting Documents for funding or Dealer will pay all outstanding subcontractor invoices from loan proceeds upon receipt of loan funding.
- 2. Non-Recourse: All purchases of Documents are made on a non-recourse basis except as specifically provided in this Agreement. In the event the Dealer breaches any of the representations or warranties set forth in section 1, the Dealer will repurchase the Documents related to such breach within ten (10) business days after notice from FFC of said breaches; Dealer will repay to FFC the purchase price less any payments made by Buyers plus related expenses and costs paid by FFC ("Repurchase Price"). If Dealer fails to pay the Repurchase Price within 10 business days of FFC'S request, FFC may elect to pursue any other legal remedy available either together with or instead of the remedies set forth above, including but not limited to, pursuing legal action against Dealer, and in such event Dealer will pay all attorneys' fees, court costs, or other expenses incurred as a result of FFC pursuing such legal action.
- 3. Dealer Covenants: Dealer covenants to do the following during the term of this Agreement with respect to the Program:
- a) Dealer shall cooperate with FFC promptly to resolve all disputes with Buyers;
- b) Dealer shall maintain a fair and equitable policy, in compliance with applicable legal requirements, for the exchange and return of Products and adjustment for Products rendered or not rendered, and shall promptly comply with FFC's demand for repurchase of any Documents which have violated the representations and warranties of this agreement;
- c) Dealer shall not seek or obtain any special arrangement or condition from, nor discriminate in any way against, any Buyer with respect to the terms of any transaction;
- d) For any retail installment account agreement on which Dealer has sold any sales slip to FFC, Dealer shall offer to FFC any subsequent sales slips;
- e) Dealer shall offer Documents for purchase by FFC only if the Documents are on forms of documents that have been provided by or approved by FFC; and
- f) Dealer shall not use any document provided by FFC except for purposes of the Program.
- 4. <u>Indemnification</u>: Dealer shall be liable to and shall indemnify and hold harmless FFC, its successors and assigns, and each of their respective officers, directors and employees from and against any losses, cost, damage and expense (including attorneys' fees) arising out of resulting from (a) any action by FFC to enforce the provisions of this Agreement; (b) the breach of any of Dealer's representations, warranties, or covenants under this Agreement; (c) a Buyer's rescission of or attempt to rescind a Document; (d) any claim by any Buyer against FFC that a Buyer may have against Dealer as a defense, counterclaim, setoff, recoupment, or otherwise; (e) any direct claim by any Buyer against FFC, by suit or otherwise, which could be asserted against Dealer; (f) the Documents and any other documents used in connection with the transaction, including but not limited to, documents given to Buyer pertaining to warranties or service agreements. Dealer's liability for the Documents and other documents does not apply to the form of any document provided by FFC, but shall apply to any acts or omissions of Dealer or its officers, employees, or agents related to the use or completion of any such documents furnished by FFC, including, but not limited to, (i) Dealer's failure to properly complete any such document or deliver copies to Buyer, (ii) the inaccuracy or incompleteness of any information contained in any credit application of any Buyer, (iii) the failure by Dealer to provide Products to Buyer in accordance with the terms contained in the document, and (iv) any product liability or warranty claims in respect of Products. In addition, Dealer will indemnify, defend and hold FFC harmless from any and all claims, defenses, counterclaims, cross claims, right to setoff of demands that allege facts that would constitute a breach of any of the representations or warranties in section 1 of this Agreement.
- 5. <u>Credit Approval</u>: FFC will purchase Contracts or Accounts based on the information provided in the Documents by the Dealer. FFC may reject Documents submitted for purchase which do not match the information provided at the time of credit approval. FFC may, at its discretion, request corroborating information on Buyer applications, including but not limited to proof of income, proof of homeownership, or proof of identity. All credit approvals are valid for 45 days. Documents submitted after 45 days from the date of credit approval may be subject to additional underwriting or may be returned to Dealer and rejected for purchase. FFC reserves the right to reject any Documents which do not meet the specified terms agreed to between Dealer and FFC or which do not meet FFC'S purchase criteria.
- 6. Payment Terms: FFC will use its best efforts to pay Dealers daily for any Documents which have been submitted to FFC; have been approved, reviewed and confirmed by FFC as being accurate and complete; and have been accepted by FFC for purchase. FFC shall fund Dealer by direct deposit (ACH transfer) into an account of Dealer's choosing. ACH transfers will be done at no cost to Dealer; Dealers wishing to receive payment by any other methods may be charged reasonable fees at FFC'S discretion. Dealer will be funded the Purchase Price of each Document less any credit risk fees, promotional program fees, payment transmission fees, or other fees as set forth on the current Program Terms effective as of the date of funding. If FFC funds any amount in error, Dealer agrees that FFC may deduct the erroneous amounts from the Dealer's account or bill the Dealer separately at FFC'S sole discretion. Dealer authorizes FFC to initiate ACH credits and debits to Dealer's designated bank account for purposes of settling transactions under this agreement. FFC and Dealer acknowledge and agree that the sale, assignment, transfer and/or negotiation of any Document shall not become effective until the expiration of any time period prohibited by the Federal Trade Commission's rules relating to door-to-door sales or other applicable State or

Federal statutes or regulations during which a Buyer has the right to rescind or cancel the Purchase. Upon remittance by FFC of the purchase price for a Document, Dealer will enter into its books and records evidence of the sale of such Document to FFC. FFC has the right to hold and apply any money, profit, contract, or other right to payment of Dealer which comes into FFC's possession against any amount Dealer owes FFC under this Agreement. FFC may hold back a portion of the dealer proceeds for any Documents sold by Dealer and purchased by FFC to the extent of and as long as Dealer is indebted to FFC under this Agreement (or any other agreement with FFC).

- 7. Fax/Electronic Signature Funding: FFC may, at its sole discretion, fund Dealer from faxed or electronically signed copies of complete, accurate Documents. Fax/electronic signature funding will only be offered to Dealers meeting certain volume and quality standards established by FFC from time to time and may be revoked from any Dealer at FFC's discretion. For Documents accepted for funding by fax, Dealer must submit the original, signed copies of all loan forms to FFC within 5 business days of funding. If (i) the original Documents are not received in that timeframe, (ii) the Documents differ in any way from the faxed copies accepted for funding or (iii) FFC has any reason to suspect fraud or misrepresentation in the completion of any Documents (whether faxed, electronically signed or original signatures), then Dealer agrees to repurchase the Documents within 5 days of FFC's request for the Repurchase Price. If Dealer fails to pay the Repurchase Price within 5 business days of FFC's request, FFC may elect to pursue any other legal remedies available either together with or instead of the remedies set forth above, including, but not limited to, pursuing legal action against Dealer, and in such event Dealer will pay all attorneys' fees, court costs, or other expenses incurred as a result of FFC pursuing such legal action. FFC reserves the right to remove Dealer from fax/electronic funding option at any time.
- 8. <u>Notices</u>: Dealer will notify FFC no less than 30 days in advance of any change in trade name, place of business, or change in ownership for Dealer. Dealer shall, within 3 days of receipt, provide FFC with a copy of any written complaint from any Buyer related to a Document.
- 9. <u>Restrictions</u>: Dealer will not submit any credit applications for which the Buyer is an employee of the Dealer or an immediate family member of any principal of the Dealer.
- 10. <u>Buyer Payments</u>: Dealer will not accept any payments from Buyers related to Documents which have been accepted for funding by FFC. If Dealer receives payment from any Buyer, it will forward said payments to FFC within 3 business days of receiving the payment.
- 11. No Agency: Dealer and FFC acknowledge that they are not agents for one another and therefore they are not bound by any agreements made by one another with third parties unless prior written approval has been given.
- 12. <u>Amendment</u>: FFC may amend this Dealer Financing Agreement at any time. In the event Dealer does not agree to the amended terms, FFC may terminate this agreement as it deems necessary. Any changes to this Agreement do not affect Documents which were purchased by FFC prior to the amendment. This Agreement may be modified or amended only as set forth in this Section 10. This Agreement terminates, supersedes and replaces any prior dealer agreement between dealer and FFC.
- 13. Waiver: Dealer consents that FFC may grant extensions of time or make compromises with Buyers or other persons liable on the Documents without affecting Dealer's liabilities hereunder. Dealer waives notice of customer nonpayment; protest and notice of protest of Documents by a customer; notice of the acceptance of this agreement; and all other notices and demands to which Dealer might otherwise be entitled by law. FFC's or Dealer's failure to exercise any rights under this Agreement shall not operate as a waiver of any rights, and all rights and remedies in this Agreement shall be cumulative and not in the alternative.
- 14. Governing Law: This agreement and other transactions between the parties are governed by and shall be construed according to the internal laws of the State of Wisconsin. This contract is made in Marathon County, Wisconsin. Unless precluded by statute or other law, any legal action deemed necessary by any party will be brought in the Circuit Court in and for Marathon County, Wisconsin and the parties consent to the personal jurisdiction of that court. If Dealer is brought in as a third party in a suit by FFC against a Buyer on any Instrument, Dealer consents to the jurisdiction of the court where the suit is brought or other appropriate venue for debtor suits.
- 15. <u>Successors</u>: Upon FFC'S acceptance of this Agreement, this shall constitute an agreement between the parties which shall inure and bind Dealer and Dealer's respective successors and assigns any company affiliated with Dealer which may transact business hereunder.
- 16. <u>Assignment</u>: Without the express written consent of the other party, neither party may assign this Agreement or delegate any of its duties hereunder except that:
 - (a) FFC may assign this agreement to an affiliate; and
- (b) FFC may contract with a bank or other financial institution in structuring the financing program for the Products or otherwise financing the Documents and in connection with such contract or financing may assign or grant a security interest in this Agreement or delegate duties to such financial institutions to the extent FFC deems necessary or desirable; and
 - (c) FFC may sell, assign, or grant a security interest in any Documents purchased from Dealer under this Agreement.
- 17. <u>Termination</u>: Either party may terminate this Agreement immediately by giving written notice to the other party. Termination of this Agreement by either party will have no affect on any obligations or any transactions relating to Documents purchased by FFC prior to the effective date of termination.
- 18. Facsimile: FFC and Dealer agree that signed facsimile documents between them are binding.

DEALER INITIAL/DATE:

- 19. <u>Dealer Communication</u>: Dealer agrees to receive program updates and marketing messages from FFC via e-mail, fax, U.S. mail or telephone. Dealer understands and agrees that for the parties' mutual protection, FFC may electronically record any telephone conversations conducted with FFC without further notice to the parties to such conversations. Dealer acknowledges and consents to the retention of and use of such recordings by FFC and its employees, representatives and agents for the purposes of settling disputes and/or managing our quality assurance program.
- 20. Fair and Accurate Credit Transactions Act: Dealer confirms it has developed and implemented an Identity Theft Prevention Program for combating identity theft in connection with new and existing accounts. This program includes reasonable policies and procedures for detecting, preventing and mitigating identity theft. Dealer agrees to defend and indemnify FFC, its affiliates, their officers, employees agents and directors against any loss, damage, expense or liability (including reasonable attorneys' fees and costs) resulting from Dealer's failure to comply with the final rules on identity theft red flags and address discrepancies as published in the Federal Register and adopted by the Federal Trade Commission, and any amendments or modifications to those rules.
- 21. <u>Privacy</u>: "Nonpublic personal information" has the meaning set forth in Section 509 of the federal Gramm-Leach-Bliley Act ("GLB Act"). The fact that any person is a Buyer on a Document sold to FFC hereunder, and any information relating to such credit relationship or credit application, and any list of Buyers, shall be considered nonpublic personal information of FFC hereunder. For the avoidance of doubt, a list of Dealer's customers that does not distinguish between cash customers and credit customers shall not be nonpublic personal information of FFC.
- (a) Dealer shall use any and all nonpublic personal information that relates to FFC's customers and consumers solely for the purpose of performing its duties and obligations specified in this Agreement and only in accordance with applicable law;
- (b) Dealer shall maintain the confidentiality of all nonpublic personal information by establishing and utilizing physical, electronic and administrative procedures to protect the security and confidentiality of the information, including the implementation of systems and procedures to detect identity theft in compliance with the Fair and Accurate Credit Transactions (FACTA) red flags provisions;
- (c) Dealer shall limit access to nonpublic personal information to only those authorized employees with a reasonable need to access said information;
- (d) Dealer shall not permit any disclosure, use, dissemination, or duplication of the nonpublic personal information to or by any other person or entity unless authorized in writing by FFC;
 - (e) Dealer shall not use any list of Buyers for marketing or cross-selling.
- 22. <u>Miscellaneous Provisions</u>: FFC has the right to strictly enforce all provisions of this Agreement even if it might have refrained from strict enforcement at some time or by custom. Any failure of FFC to strictly enforce its rights and exercise its remedies will not be construed as a waiver of those rights and remedies. The rights and remedies given to FFC under this Agreement shall be cumulative and in addition to the other rights and remedies it may have by contract, statute, or rule of law, and the exercise of a right or remedy shall not be deemed a waiver of any other right or remedy. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though the parties are not signatories to the original or same counterpart.
- 23. <u>FFC Name</u>: Dealer shall not use FFC's name, logo, trademarks, or trade names, or refer to FFC directly or indirectly, in any advertisement, marketing materials, news release, or any other publication, without the prior written consent of FFC. In the event that FFC has granted such written consent, Dealer shall follow all terms and conditions set out by FFC.
- 24. Modification of Program Terms: FFC may change the Program Terms from time to time.
- 25. <u>Digital Signatures</u>: Documents submitted to FFC on behalf of Dealer that are signed digitally or electronically by any representative of Dealer, or otherwise signed on behalf of Dealer through DocuSign or similar digital or electronic service accepted by FFC, will have the same force and effect as if physically signed by a duly authorized representative of Dealer, unless FFC is notified by Dealer in writing that such signatures are no longer authorized, sufficiently in advance of submission for FFC to take action (to avoid the acceptance of such documents). FFC has no duty to investigate the validity or due authorization of any digitally or electronically signed document submitted by or on behalf of Dealer. All documents submitted in any format other than paper by Dealer to FFC shall have the same force and effect as if it were the signed original.

Signatures and Acceptance:

As an owner or corporate officer of Dealer, I am authorized to bind the Dealer to the terms of this Agreement.

Signed:		Federal ID# for Dealer:
Print Name:		Dealer's Address:
Print Title:		
Date:		
ACCEPTANCE BY FFC:		
Signed:	(signature)	Date:



HOME IMPROVEMENT FINANCING – TERMS & PROMOTIONS

Rev. 01/01/15 Page 1 of 2

With Foundation Finance Company, <u>one call</u> gives you competitive approvals and pricing for everything from your best customers to those with some credit challenges. Our three approval tiers make it simple to find the right program for nearly every customer.

Tier 1 Approvals SuperPrime

For your well-qualified buyers with strong credit and application factors (100% bids).

Tier 2 Approvals PrimePlus

For borrowers with some risk factors but who are creditworthy overall (100% bids).

Tier 3 Approvals Standard "Deep Buy"

For customers with less-than-perfect credit. Discounted bids allow approvals on loans other lenders may decline, helping you close more sales.

- √ 17.99% standard APR (fixed rate)
- ✓ Terms up to 120 mos.
- 2.0% revolving payment stream (1.5% payment available for a fee)
- √ 2.5% bonus paid for signing customers on ACH
- ✓ Risk discounts vary based on credit and application factors. The total fee on a Standard loan is the risk fee + promotion fee, if any.
- ✓ See page 2 for full list of available promotion plans

For Tier 1 and Tier 2:

- No credit risk discounts (payouts 100% less any promotional fees)
- ✓ 13.5% promotional APR** free to dealer
- ✓ Installment loan terms up to 120 mos.
- √ 1.5% promotional payment factor on revolving loans** free to dealer
- √ 1% bonus paid for signing customers on ACH
- See page 2 for full list of available promotion plans
 - (**must select promotional option or list reduced APR/payment factor on contract.)

What's the difference between Tier 1 and Tier 2 bids?

The only major difference is that interest rate buy-down plans are priced higher for Tier 2 customers due to the additional risk they present.

Frequently Asked Questions

NO! Our Tier 1 and Tier 2 approvals are 100% bids. The only fee that would apply is for use of a promotional program if you select an option that has a fee. If you don't use a promotion or if you use one of our promotional options with no fee, you are paid 100% of the amount financed. **You can even be paid 101% of the amount financed by signing up your Tier 1 and Tier 2 customers for ACH payments on their loan.**

On Tier 3 bids, what determines the risk

Do all approvals

have a "risk

discount" or fee?

determines the risk fee? How can I get the best approvals? FFC is not strictly a "FICO score" lender. We look at credit and application factors to determine what tier a customer falls into. To get the best bids possible, get joint credit applications whenever possible (even if one customer has a lower credit score), accurately list all income for each customer and make sure the application is as complete as possible (including job time/position at employer, residence time and mortgage payment). Because we deal with a wide variety of dealers with different business goals, we'll offer a discounted bid whenever we can (rather than declining a customer) to at least give you an approval option and let YOU decide whether to accept it. If the discount is greater than you can absorb, you can always pursue an alternate payment option with the customer.

Many lenders are "approve or deny" only and will decline customers with any credit blemishes. After all the time and money you put into making a sale, you have sunk expenses. Making some profit is better than making nothing and even breaking even or covering your expenses can be worthwhile.

- Close sales other lenders decline, helping you reach a wider market
- ✓ Help cover general & administrative expenses and sunk marketing expenses
- ✓ Generate future service and sales revenue from the customer
- √ Keep customer from going to a competitor
- ✓ Generate future referrals from the customer
- ✓ Win contests, earn breaks from suppliers on pricing, keep salespeople happy

The answer is – it's not up to us to judge! If we can give an approval, we will. The power will then be in your hands as to what makes the most sense for YOUR business based on profit margins and business goals.

How does dealer payout work?

At the time of funding, any risk discounts (for Tier 3 bids) and promotional discounts, if any (all Tiers) are deducted from the amount financed and we ACH you the rest. **Discounts are fees between YOU and FFC. They may not be passed on to the customer or collected directly.** You may raise your prices overall and then offer a discount for cash, but increasing the price once you know the customer has risky credit to try to cover the discounts is not allowed under Truth-in-Lending regulations. Here are some examples of dealer payout:

Sale Amount	\$5000	\$5000	\$5000	\$5000
Promotion Discount	No promo used	No promo used	6 mos. SAC (2.75% fee)	6 mos. SAC (2.75% fee)
Credit Risk Discount	None	5% (95% bid)	None	5% (95% bid)
Total Discount	None	5%	2.75%	7.75%
Dealer Payout	\$5,000	\$4,750	\$4862.50	\$4612.50

How do discounted bids benefit me?

Approval Level	Tier 1 - SuperPrime					
Credit Risk Discounts	None (100% payout, less promotion fees, if any)					
Revolving Loans	[1	1.5% payment factor* [1.5% promotion must be selected or 2% pmt. factor will apply.]				
Installment Loans		Terms	up to 120 mo:	s. allowed		
Loan Size Allowed			\$1,000-\$35,0			
			13.5%* - FR			
APR	[*13.5% promotional option must be selected or standard APR of 17.99% will apply. MI/PA Home Improvement dealers MUST select the FREE 13.5%					
			option). 1%*			
ACH Bonus	[*pair	d on loans submitte		information. Custo	mer must	
			ACH during verifi			
Promotional Plans		PRON	MOTIONAL PR	OGRAMS		
		Plan		Dealer	Fee	
		*3MOSAC (17.9		1.009		
		5MOSAC (17.99		2.759		
		2MOSAC (17.99		5.509		
Same-as-Cash with		8MOSAC (17.99		9.509		
Payments (SAC)	2	4MOSAC (17.99	3% APR)	13.00	%	
(**3MOSAC may only be used on						
installment loans)	*	*3MOSAC (13.5	5% APR)	1.509	%	
		6MOSAC (13.5%		3.509	%	
		12MOSAC (13.5	,	6.759	6	
		18MOSAC (13.5		9.759		
	_	24MOSAC (13.5	% APR)	13.25	%	
		Plan		Dealer		
Same-as-Cash with		MODEFSAC (17			1.50%	
Deferred Payments	6MODEFSAC (17.99% APR) 12MODEFSAC (17.99% APR)			4.00%		
(DEFSAC)	121	VIODEFSAC (17.	99% APK)	8.009	6	
(**3MODEFSAC may only be used on installment loans)	**3	MODEFSAC (13	3.5% APR)	2.009	6	
	6MODEFSAC (13.5% APR) 4.50%			6		
	12	MODEFSAC (13	.5% APR)	9.009	6	
	Reduced APR Plan Dealer Fee				Fee	
Reduced APR Plans (add 3 mos. deferred payment	I 11 9% ΔPR 1 75%			%		
for no additional fee)		10.9% API	R	2.759	6	
		9.9% APR	t	3.759	6	
		8.9% APR		4.759		
		7.9% APR		5.759		
		5.9% APR	(8.759	%	
Deferred Payments Only		Plan		Dealer	Fee	
(DEFPMT)		3MODEFPN	ИT	FREE		
	No a	dd'I fee to use	2.1 E% payme	ent factor on ro	volving	
		Dealer fees for (
	APR	6MOSAC	12MOSAC	18MOSAC	24MOSAC	
Reduced APR + SAC	11.9%	3.75%	7.00%	10.00%	13.50%	
(same-as-cash with	10.9%	4.00%	7.25%	10.25%	13.75%	
payments)	9.9%	4.25%	7.50%	10.50%	14.00%	
	8.9% 7.9%	4.75% 5.75%	8.75% 9.00%	12.25% 12.50%	16.00% 16.25%	
	5.9%	8.75%	9.00%	12.75%	16.50%	
	APR	**3MODEFSAC	6MODEFSAC	12MODEFSAC		
Reduced APR + DEFSAC	11.9%	3.50%	5.25%	9.25%		
(same-as-cash with deferred	10.9%	4.00%	5.75%	9.50%		
payments) (**3MODEFSAC	9.9%	4.75%	6.25%	10.00%		
may only be used on	8.9%	5.50%	6.75%	10.25%		
installment loans)	7.9%	6.25%	7.50%	10.50%		
	5.9%	8.75% **3NODEFEAC	9.25%	11.00%		
		**3MODEFSAC may only be us				
		on installment				

Tier 2 - PrimePlus

None

(100% payout, less promotion fees, if any)

1.5% payment factor*

[1.5% promotion must be selected or 2% pmt. factor will apply.]

Terms up to 120 mos. allowed

\$1,000-\$35,000 13.5%* - FREE

[*13.5% promotional option must be selected or standard APR of 17.99% will apply. MI/PA Home Improvement dealers MUST select the FREE 13.5% option).

paid on loans submitted with valid ACH information. Customer must confirm ACH

during verification call.j				
PROMOTIONAL PROGRAMS				
Plan	Dealer Fee			
**3MOSAC (17.99% APR)	1.00%			
6MOSAC (17.99% APR)	2.75%			
12MOSAC (17.99% APR)	5.50%			
18MOSAC (17.99% APR)	9.50%			
24MOSAC (17.99% APR)	13.00%			
**3MOSAC (13.5% APR)	1.50%			
6MOSAC (13.5% APR)	3.50%			
12MOSAC (13.5% APR)	6.75%			
18MOSAC (13.5% APR)	9.75%			
24MOSAC (13.5% APR)	13.25%			

	Plan	Dealer Fee
**3N	ODEFSAC (17.99% APR)	1.50%
6M0	ODEFSAC (17.99% APR)	4.00%
12M	ODEFSAC (17.99% APR)	8.00%
**31	MODEFSAC (13.5% APR)	2.00%
6M	ODEFSAC (13.5% APR)	4.50%
12N	(ODEFSAC (13.5% APR)	9.00%

Reduced APR Plan	Dealer Fee
11.9% APR	2.75%
10.9% APR	3.75%
9.9% APR	4.75%
8.9% APR	5.75%
7.9% APR	6.75%
5.9% APR	11.00%

Plan	Dealer Fee
3MODEFPMT	FREE

No add'l fee to use a 1.5% payment factor on revolving.

beater rees for combined options shown below.					
APR	6MOSAC	12MOSAC	18MOSAC	24MOS	
11.9%	4.25%	7.00%	10.00%	13.509	
10.9%	4.50%	7.25%	10.25%	14.009	
9.9%	4.75%	7.50%	10.50%	14.509	
8.9%	5.75%	9.25%	12.75%	16.259	
7.9%	6.75%	9.50%	13.00%	16.50%	
5.9%	11.00%	11.25%	13.25%	17.009	

APR	**3MODEFSAC 6MODEFSAC		12MODEFSAC
11.9%	4.00%	5.75%	9.75%
10.9%	4.50%	6.25%	10.25%
9.9%	5.25%	6.50%	10.50%
8.9%	6.00%	7.25%	11.00%
7.9%	6.75%	8.50%	11.25%
5.9%	11.00%	11.00%	11.75%

**3MODEFSAC

may only be used on installment loans

Tier 3 - Standard ("Deep Buy")

Vary based on credit and will show on approval. Total cost on Tier 3 loan is risk fee + promotion fee, if any

2.0% payment factor*

[1.5% factor available for add'l 2% fee if buying APR down to 13.5% or lower.

See charts below.]

Terms up to 120 mos. allowed

\$1,000-\$35,000 17.99%

[*AR only: 17.00%; MI/PA homeimprovement only: 13.5% APR required buy-down fee will be charged per below).

[paid on loans submitted with valid ACH information. Customer must confirm ACH during verification

can.j			
PROMOTIONAL PROGRAMS			
Plan	Dealer Fee		
**3MOSAC (17.99% APR)	1.00%		
6MOSAC (17.99% APR)	2.75%		
12MOSAC (17.99% APR)	5.50%		
18MOSAC (17.99% APR)	9.50%		
24MOSAC (17.99% APR)	13.00%		
	Dealer Fee (if usin		
	Dealer Fee	1.5% pmt fctr.)	
**3MOSAC (13.5% APR)	3.50%	5.50%	
6MOSAC (13.5% APR)	5.00%	7.00%	
12MOSAC (13.5% APR)	9.00%	11.00%	
18MOSAC (13.5% APR)	12.50%	14.50%	
24MOSAC (13.5% APR)	16.50%	18.50%	
		Dealer Fee (if using	

		Dealer Fee (if using
Plan	Dealer Fee	1.5% pmt fctr.)
**3MODEFSAC (17.99% APR)	1.50%	n/a
6MODEFSAC (17.99% APR)	4.00%	n/a
***12MODEFSAC (17.99% APR)	8.00%	n/a
***Tier 3 bid must be 90% or	higher to use 12N	10DEFSAC
**3MODEFSAC (13.5% APR)	4.50%	6.50%
6MODEFSAC (13.5% APR)	5.50%	7.50%
***12MODEFSAC (13.5% APR)	11.00%	13.00%

Reduced APR Plan	Dealer Fee (if installment loan or if 2% revolving factor is used)	Dealer Fee (if 1.5% revolving factor is used)
13.5% APR	4.00%	6.00%
11.9% APR	7.00%	9.00%
10.9% APR	8.00%	10.00%
9.9% APR	9.00%	11.00%
8.9% APR	10.00%	12.00%
7.9% APR	11.00%	13.00%
5.9% APR	13.00%	15.00%

Plan	Dealer Fee
3MODEFPMT (17.99% APR)	FREE

APR	6MOSAC	12MOSAC	18MOSAC	24MOSAC
11.9%	7.00%	10.00%	12.75%	16.75%
10.9%	8.00%	10.50%	13.00%	17.00%
9.9%	9.00%	11.00%	13.25%	17.25%
8.9%	10.00%	11.50%	13.50%	17.50%
7.9%	11.00%	12.00%	13.75%	17.75%
5.9%	13.00%	13.50%	14.00%	18.00%

APR	**3MODEFSAC	6MODEFSAC	***12MODEFSAC
11.9%	7.50%	8.50%	12.00%
10.9%	8.50%	9.50%	12.50%
9.9%	9.50%	10.50%	13.00%
8.9%	10.50%	11.50%	13.50%
7.9%	11.50%	12.50%	14.00%
5.9%	13.50%	14.50%	15.00%

*3MODEFSAC may only be used on installment loans

***Tier 3 bids must be 90% or higher to use 12MODEFSAC



Home Improvement

Financing Terms & Promotions Revised 1-1-2015 Page 2 of 2

Promotional Program Descriptions

Same-as-Cash with Payments (SAC): No interest if the amount financed is paid in full before the end of the promotion period. If the amount financed is not paid in full during the promotion period, interest is imposed from the date of sale at the contract rate. Minimum payments are due monthly.

Same-as-Cash with Deferred Payments (DEFSAC): No

interest if the amount financed is paid in full before the end of the promotion period. If the amount financed is not paid in full during the promotion period, interest is imposed from the date of sale at the contract rate. Payments begin 3, 6 0r 12 mos. from contract date depending on option chosen. Deferred Payments Only (DEFPMT): The 1st payment is deferred. Interest accrues from day one and is not waived at

State-Specific Reminders

17.00% Max APR allowed

MI/PA Home Improvement Dealers: 13.5% Max APR allowed. Buy-down fee will be charged on Tier 3 approvals.

Florida Dealers: Doc stamp fee of 35 cents per \$100 financed will be deducted from all installment contracts.

QUESTIONS? Call 1-855-241-0024 foundationfinance.com

Credit ext. 4436 Funding ext. 4438

Marketing ext. 5012 sales@foundationfinance.com