

**MODIFICATION TO
WELLS FARGO RETAIL SERVICES
GENERAL DEALER AGREEMENT**

This Modification ("Modification") is to the Wells Fargo General Dealer Agreement, or other similarly titled agreement between you and Wells Fargo Bank, N.A., and all addenda and amendments thereto (the "Agreement") by and between the Dealer (hereinafter also referred to as "you" or "your"), and Wells Fargo Bank, N.A. (hereinafter "us", "we", "our" or "Wells Fargo"). All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement.

RECITALS

WHEREAS, the Agreement was entered into in connection with our offering of a credit card program to you (the "Program");

WHEREAS, pursuant to the paragraph entitled "MODIFICATIONS" of the Agreement, we may unilaterally modify the provisions of the Agreement, by providing written notice to you of any such modifications;

WHEREAS, we now issue this Modification notifying you of the changes as set forth herein such changes being effective the date noted below, but no less than 30 days after the date you are deemed to have received this Modification per the "NOTICES" provision of the Agreement.

MODIFICATION

NOW, THEREFORE, the Agreement is hereby modified as follows, and by submitting applications and transaction after the effective date you acknowledge and agree to this Modification in consideration of the premises and other good and valuable consideration:

1. The Recitals set forth above are true and correct, are incorporated into this Modification and the Agreement by reference, and shall constitute an integral part of the Agreement.
2. The following definitions are added to the section of the Agreement titled "Definitions" or, to the extent such defined terms existing the Agreement, such definitions are hereby deleted and replaced with the following:

"Cardholder Account Information" is defined as any personal information about any applicant or co-applicant or any Cardholder received in connection with an Account or potential Account including that information found in, on, or with a Consumer Credit Card Account Application for or through Card use, or is obtained from us, including but not limited to, the applicant and co-applicant's name, address, Social Security number, date of birth, income information, Account Number, Account limits and Account balances and Account activity.

"Consumer Credit Card Account Application" (may also be referred to as "Consumer Application" or "credit card application") is defined as an application for an Account for financing under the Program, in either written or electronic format, which may include but not be limited to any documents relating to a Consumer Credit Card Account Application that upon completion of and presentment to us represents such consumer customer's desire to open an Account and their consent to undergo financial review. Such Consumer Credit Card Account Application includes all documents containing the terms, conditions, and disclosures governing such applications as provided for by Law, and is owned and governed by us. Any changes to the Consumer Credit Card Account Application will be solely made by Wells Fargo. This may be referred to interchangeably as Consumer Application.

"Instructions and Procedures" is defined as any communication we provide to you, including but not limited to any document specifically titled as "Instructions and Procedures," "Advertising Guidelines," or other Program training materials and that we may update from time-to-time. Such Instructions and Procedures are incorporated into this Agreement by reference. Your failure to comply with the Instructions and Procedures shall constitute a material breach of this Agreement. In the event that the requirements of any Instructions and Procedures and this Agreement conflict, this Agreement shall control.

"Law" or "Laws" is/are defined as all United States federal, state and local laws, regulations, rules, and ordinances, including but not limited to, the Fair Credit Reporting Act, the Truth in Lending Act, all applicable fair lending laws and regulations, the Federal Equal Credit Opportunity Act, as amended, and Section 5 of the

Federal Trade Commission Act (FTC Act) – Unfair, Deceptive and Abusive Acts and Practices Regulation – and all state law counterparts of such, and all applicable regulations or regulatory guidance promulgated under these laws.

“**Location**” is defined as any business location where transactions, authorizations, Consumer Applications and/or Invoices are processed by you.

“**Personnel**” is defined as any of your employees, subcontractors, vendors or agents.

“**Program**” is defined as the Card program that is contemplated by this Agreement for the purpose of arranging financing of your consumer customers’ purchases.

“**Program Documentation**” is defined as all materials related to the operation and servicing of the Program including but not limited to: Invoices and documents associated with such Invoices, your books and records relating to such Invoices, any other documentation used to support the presentment of a transaction or charge (including, but not limited to underlying contracts, work orders or delivery confirmations), Credit Memos and Consumer Applications, in addition to any and all documents used in connection with such, whether in electronic or printed form.

“**Wells Fargo Confidential Information**” is defined as: (A) Cardholder Account Information); and (B) confidential information Wells Fargo provides to you that is not generally known by third parties, including without limitation, information about its systems, business practices, the Program, and any other information regarding it or its practices as governed by this Agreement.

3. The following is added to the section of the Agreement titled “Processing,” “Processing Applications and Transactions,” “Transmitting Applications,” or any similarly titled section:

Additional Processing Methods. We may, in our sole discretion, elect to make other methods available to you for processing any of the following: Consumer Credit Card Account Applications, Invoices, Credit Memos, or authorizations (collectively hereinafter “Additional Processing Methods”) by providing you with Instructions and Procedures for such Additional Processing Methods. Your use of such Additional Processing Methods shall constitute your acceptance and agreement to the Instructions and Procedures. All processing methods are subject to this Agreement. We reserve the right to restrict, suspend, or terminate your ability to use any of these various methods at any time upon notice to you.

4. The section of the Agreement titled “Information Security” is deleted and replaced with the following, or if your Agreement does not contain a section titled “Information Security” the following is added as a new section to the Agreement:

INFORMATION SECURITY.

- (a) You agree not to disclose Cardholder Account Information, including any nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, title V, and its implementing regulations to:
 - (i) any third party, including, but not limited to, a third-party service provider that you may use to store or backup your business or consumer data/information (e.g. cloud computing services); or
 - (ii) any employee of yours who does not have a business need to know such information. Further, you agree that you will not retain, in any format, electronic or otherwise, any Cardholder Account Information beyond what is required of you under this Agreement for retaining Invoices and Consumer Credit Card Account Applications.
 - (iii) further, for the purposes of clarity, you will not retain in any electronic format, any information gathered in connection with any Consumer Credit Card Account Application, including without limitation: Account Number, Social Security number, date of birth, or income without our prior written consent.
- (b) You agree to treat all other information (whether written or oral, including drafts) which is furnished (whether before or after the date hereof) by us or our directors, officers, employees, affiliates or representatives to you or your representatives, confidentially. This includes, but is not limited to, this Agreement and any all attachments, any Program materials that may contain our proprietary business information, trade secrets or otherwise sensitive information, Program Documentation, all analyses, compilations, forecasts, discount rates, pricing information, processes and passwords for any Internet

sites or other technology studies, or other documents or information prepared by us or on our behalf, in connection with this Agreement. You shall not disclose any of this information to any:

- (i) third party, except as may be provided for below;
 - (ii) employee of yours who does not have a business need to know such information without our prior written consent. You acknowledge that the information described in this subparagraph (b) constitutes our proprietary information and trade secrets and that monetary damages alone may be insufficient to protect and compensate us for wrongful disclosure of such information; or
 - (iii) any other lender who offers consumer financing programs.
- (c) You agree that you will not use or disclose the information described in subparagraphs (a) or (b) above other than to carry out the purposes for which we disclosed the information. You agree that you will obtain our prior written consent before allowing any non-permanent employee of yours (such as a temporary employee or vendor) access to our Cardholder Account Information even if such access is for purposes of this Agreement. You agree to take appropriate security measures to protect any information described in subparagraphs (a) and (b) above against accidental or unlawful destruction, anticipated threats or hazards, and unauthorized access, use, tampering, and copying during storage in your computing or paper environment. You agree to follow our Instructions and Procedures regarding your retention, storage, and eventual destruction of any information described in subparagraphs (a) and (b) above. In the event you discover or suspect any information described in subparagraphs (a) and (b) above has been disclosed to or accessed by a third party, you will immediately notify us of the disclosure to a third party and you will assist us in investigating the unauthorized disclosure to determine the magnitude and impact of such disclosure. We are, accordingly, entitled to equitable relief, including, but not limited to, injunctive relief, in addition to any other remedies to which we may be entitled, to enforce the Information Security provision.
- (d) You will promptly notify us of any unauthorized access and take appropriate action to prevent further unauthorized access while information addressed in the Information Security provision is in your possession or while it is in transit to us. You will cooperate with us, and will pay all related expenses, provide any notices and information regarding such unauthorized access to appropriate law enforcement agencies and government regulatory authorities, and affected consumer customers which we in our sole discretion deem necessary. At your expense and in consultation with us, you will provide such affected consumer customers with access to credit monitoring services, credit protection services, credit fraud alerts, or similar services which we in our sole discretion deem necessary to protect such affected consumer customers.
- (e) Disclosure.
- (i) You are precluded from voluntarily producing any information provided by us as described in the Information Security provision, unless compelled by Law or judicial order. If you are compelled by Law or judicial order to disclose such information, you will provide us with prior notice of such compelled disclosure in order to attempt to quash a judicial order, to seek an appropriate protective order, or to otherwise address the compelled disclosure. If prior notice of such compelled disclosure is prohibited by Law or not reasonably possible under the circumstances, you will provide us with notice of such compelled disclosure as soon as such notice is reasonably possible. In each such instance, you will provide us with reasonable assistance (at our cost) if we wish to contest the disclosure.
 - (ii) You agree that if a federal bank regulator or other regulatory agency or authority, requests that we disclose any information you have provided to us to it or to another federal bank regulator, agency or authority in connection with its supervisory activities, we may disclose such information to such entity without notice to you.
- (f) You acknowledge and agree that you will use our Consumer Credit Card Account Applications, forms, disclosures, and other related documents and any other Program elements solely to administer this Program. You further agree that you will not share Cardholder Account Information with any other third-party financing company.

WELLS FARGO DIGITAL SECURITY.

- (a) Compliance With Wells Fargo's Standards. You and your Personnel will comply with all of Wells Fargo's requirements in relation to the security of the Wells Fargo facilities, computing environments and otherwise, including those requirements set forth in the Information Security provision and our Instructions and Procedures. This obligation includes the obligation of your Personnel, wherever located, to comply

with the terms of this Agreement, our Instructions and Procedures, and any Wells Fargo security or information processing requirements as communicated to you by Wells Fargo. You will ensure such Personnel fully comply with all requirements set forth in this Agreement and are able to fully perform all requirements set forth herein. Wells Fargo's requirements may include, without limitation: (a) administrative, technical, and physical safeguards; (b) specific requirements set for and communicated in a policy or writing and provided by Wells Fargo to you including those that may be set forth from time to time in our Instructions and Procedures.

- (b) System/Facilities Access. You acknowledge and agree that Wells Fargo may require further agreements or clearances in the event you need access to certain Wells Fargo's systems or facilities. You represent and warrant that your access to Wells Fargo's computing environment: (a) will not result in an alteration or the disabling of any hardware or software security programs residing on Wells Fargo's hardware or systems, and (b) will not result in your allowing unauthorized traffic to pass through Wells Fargo's computing environment as a result of your access into Wells Fargo's networks. If you allow unauthorized traffic to pass into Wells Fargo's networks, Wells Fargo may immediately terminate this access and hold you accountable for any damages resulting from such access.
- (c) Data Safeguards. You acknowledge and agree that you have established and will maintain safeguards against the destruction, loss, alteration of, or unauthorized access to Wells Fargo's Confidential Information in your possession ("Data Safeguards"). In the event Wells Fargo asks you to make changes to your Data Safeguards, you will implement the Wells Fargo-requested changes to the Data Safeguards on the schedule mutually agreed upon by you and us. You agree that any Consumer Credit Card Account Application accessed by a consumer customer, except for Consumer Internet Applications, may only be accessed at your Location/s, or such other location as Wells Fargo may agree to in advance and in writing and which must be signed by us.
- (d) Review of Control Standards:
 - (i) You may not possess/maintain Wells Fargo's Confidential Information at a non-Wells Fargo site without express written consent of Wells Fargo, which may be withheld for any reason, provided Wells Fargo hereby consents to your possession and maintenance of Wells Fargo's Confidential Information relating to the Program in connection with this Agreement. You agree that you will not maintain Wells Fargo's Confidential Information in any electronic format and will limit input of Consumer Application information to Wells Fargo's provided systems, unless otherwise agreed to in writing by both parties through an amendment to this Agreement.
 - (ii) You will not route or store Wells Fargo's Confidential Information, including Cardholder Account Information outside of the United States and you will not, in connection with routing, managing, or storing Wells Fargo's Confidential Information, utilize the services of any Personnel that originate or occur outside of the United States without the express written approval provided by our executive team in advance of any such use or routing, which may be withheld for any reason.
- (e) Risk Assessments.
 - (i) Digital Environment Audits. Wells Fargo reserves the right to conduct risk assessments, site audits, or other evaluations of the operations of Personnel for the purpose of ensuring a secure digital environment at any time, the nature of which and time frame of to be set forth in writing to you from time to time ("Digital Environment Audits"), as determined by it in its sole discretion, and you agree that you and your Personnel will comply with such Digital Environment Audits. All Digital Environment Audits will be done using Wells Fargo's information security standards as the basis of evaluation and such Digital Environment Audits may require site audits, or other risk evaluations of your systems or the systems of your Personnel.
 - (ii) Correcting for Identified Risks. If Wells Fargo identifies a critical control weakness or risk that could adversely impact your ability to perform under the terms and conditions of this Agreement, (such risks could include risk to Cardholder Account Information, Wells Fargo's ability to comply with the Law or your business continuity capabilities), Wells Fargo will promptly inform you in writing of such control weakness and ask you to address such risk or weakness. You will have ten (10) business days to respond to such written communication from us, and thirty (30) days to remedy the weakness. Upon request, any such remediation must be independently verified to Wells Fargo's reasonable satisfaction by you, at your sole cost; this verification may be done by your own internal audit group if Wells Fargo agrees that such group is independent from the division or Personnel who provide the products or services used in connection with the Program, or may also be done by a third-party

auditor that is reasonably acceptable to Wells Fargo. We reserve the right to immediately suspend all processing until any identified critical control weakness or risk is corrected.

- (f) You will only provide Wells Fargo's Confidential Information to Personnel in accordance with the terms of this Agreement. Wells Fargo is an intended third-party beneficiary of any agreements entered into between you and Personnel to comply with this Agreement, and Wells Fargo has a direct right of action to enforce the terms and conditions of these agreements. You have established and will maintain commercially reasonable safeguards against the destruction, loss, alteration of, or unauthorized access to Wells Fargo's Confidential Information in the possession of Personnel, which safeguards will include policies for the disposal/destruction of any such data that are commensurate with the sensitivity of the materials to be disposed, in accordance with the terms of this Agreement. You represent and warrant that you will take all steps necessary to ensure fulfillment of this obligation and will take all reasonable measures, including court proceedings, to restrain Personnel from unauthorized disclosure or use of Wells Fargo's Confidential Information. You acknowledge and agree that Wells Fargo's Confidential Information, in particular Cardholder Account Information, may, in accordance with Wells Fargo information security policies, require encryption and/or other information security controls when it is transmitted over a network, or is stored, processed or managed on equipment belonging to you and Personnel (including portable equipment such as laptops and other portable devices), whether this equipment is used at a Wells Fargo site or elsewhere, and you agree to conform to such encryption policies, pursuant to the terms of this Agreement.
- (g) Equipment and Connections.
 - (i) Computing Devices. You agree to take all commercially reasonable steps to protect all Computing Devices on which Wells Fargo's Confidential Information will be collected or stored from cybercrime or any other cyber-threats, including without limitation viruses, spyware, hacking, or data tampering. "Computing Device" means a desktop computer, laptop computer, or approved mobile device owned and maintained by you. Consumer customer owned devices are expressly excluded from this definition and must not be used under the Program except for those Consumer Credit Card Applications that are received by us in compliance with subparagraph 8(c) of this Agreement or an Additional Processing Method, as defined in this Agreement. You will maintain any Computing Device, utilized under the terms of this Agreement, in conjunction with Wells Fargo's security and fire-wall requirements for transmitting Wells Fargo's Confidential Information including Cardholder Account Information, as well as any other security requirements Wells Fargo may require with respect to computing software or mobile applications generally, and that Wells Fargo may communicate to you from time to time. Further, you agree to maintain all Computing Devices in such a way as to keep each one up to date and to enhance or remediate any security features and to maintain them such that all Computing Devices continue to be compatible with Wells Fargo's systems, requirements, and policies. If at any time any Wells Fargo owned or leased Computing Devices or software are used by you in connection with this Agreement, you agree that you have no right, title, or interest in the Wells Fargo owned or leased Computing Devices or software.
 - (ii) Virus. You represent and warrant that: (A) the computing environment(s) used by Personnel are free from all generally-known viruses, worms, Trojans, and other "malware," and that Personnel have deployed commercially reasonable antivirus software; and (B) any software code written by Personnel or materials furnished by you to Wells Fargo will be free from: (1) any computer code or instructions that may disrupt, damage, or interfere with Wells Fargo's use of its computer and/or telecommunication facilities, e.g. malicious code, viruses, etc., and (2) devices capable of automatically or remotely stopping the code from operating (e.g. passwords, fuses, time bombs, etc.). Upon the discovery by you, or upon information Wells Fargo receives and shares with you of any threat to any Computing Devices by cybercrime or any other cyber-threats, including without limitation viruses, spyware, hacking, or data tampering, you agree to immediately take action to secure any and all affected Computing Devices or to disable any such Computing Devices and to provide Wells Fargo with all data and any other information regarding the threat to, or attack on, such Computing Device. Wells Fargo's review of data or information relating to your Computing Devices and any related projects and tasks associated with such Computing Devices is strictly for Wells Fargo's purposes only and you may not rely on such review for any purpose other than to document your compliance with this Agreement.
 - (iii) User Access Termination. Upon termination of this Agreement for any reason, you will, in the time frame and manner communicated by us in any Instructions and Procedures or other notice, terminate

physical and electronic (e.g. logical) access to all Wells Fargo facilities and computer systems or networks to which Personnel may have access. In the case of a specific Personnel who is being removed or replaced, you will terminate such access within twenty-four (24) hours of the event giving rise to the need for termination.

- (h) DIGITAL AND OTHER DATA COLLECTION. You further acknowledge and agree that you will not collect any Cardholder Account Information directly or otherwise from the information written or typed into the Consumer Credit Card Account Application, whether through a photocopy, any digital copy and paste functionality or through the use of any mobile platform application functionality or any other similar technology, and you will not seek to alter or adjust our Consumer Credit Card Account Application, whether in print or digital form in any way. You may, with full and transparent disclosure as to the purpose of such collection and upon receipt of the consumer customer's express consent, collect consumer customer information for your business purposes using other methods outside of and independent from any use of the Consumer Credit Card Account Application.

- 5. The section of the Agreement titled "Third Party/Subcontractor Requirements" is deleted and replaced with the following, or if your Agreement does not contain a section titled "Third Party/Subcontractor Requirements" the following is added as a new section to the Agreement:

THIRD PARTY/SUBCONTRACTOR REQUIREMENTS. You will not utilize any third parties, contractors, or subcontractors (hereinafter "Third Party") in connection with the Program without Wells Fargo's prior written consent. In the event Wells Fargo consents to your use of a Third Party in connection with the Program, you acknowledge and agree to all of the following requirements:

- (i) You will ensure you have a written contract in place requiring the Third Party to comply with all applicable terms of the Agreement between you and us with regard to the goods or services the Third Party provides.
- (ii) You will ensure your contract with the Third Party describes the scope of goods and services to be provided, the applicable service level agreements which must be met, and the Third Party's role in helping you comply with the terms of the Agreement.
- (iii) You will ensure you have all necessary contractual obligations, monitoring and oversight activities in place with regard to any Third Parties who have access to Wells Fargo's Confidential Information, including technology professionals with access to production or data storage systems. These contractual obligations and oversight activities with Third Parties must be designed to ensure your full compliance with the terms of the Agreement including but not limited to: business continuity planning, information security, confidentiality, digital security, and third party oversight, system access.
- (iv) You will ensure you have a termination process in place in the event your relationship with the Third Party is terminated for any reason. The termination process should address the return or destruction of Wells Fargo's Confidential Information, and the removal of any access to Wells Fargo's Confidential Information.
- (v) Notwithstanding your obligation to obtain our written consent prior to using any Third Party, upon Wells Fargo's request, you will provide information to Wells Fargo regarding whether you are utilizing Third Parties in connection with the Program, whether the Third Party has access to Wells Fargo's Confidential Information, how you are adhering to the requirements of this Agreement, and you will provide other information about the Third Party that Wells Fargo may reasonably request.

- 6. The section of the Agreement titled "Background of Employees" is deleted and replaced with the following, or if your Agreement does not contain a section titled "Background of Employees" the following is added as a new section to the Agreement:

BACKGROUND OF EMPLOYEES/AGENTS. The parties acknowledge and agree that applicable Law and regulatory guidance obligates Wells Fargo to ensure that no person who has been convicted of any criminal offense involving dishonesty, a breach of trust, or money laundering, or who has been convicted of a felony within the last seven (7) years, participates (directly or indirectly) in the provision of services in connection with the Program that: (a) requires access to Cardholder Account Information; or (b) that relates to Wells Fargo's computer networks, information systems, databases or secure facilities under circumstances that would permit access to such systems. As it relates to the Agreement, Cardholder Account Information and Wells Fargo's Confidential Information, you agree that you will take all commercially reasonable measures to ensure full compliance with this subparagraph and the Agreement, including without limitation, through the performance of any necessary background checks, and we reserve the right to request written confirmation of your

compliance with this subparagraph at any time. Wells Fargo may perform its own checks, at its sole discretion and for its sole purposes, at any time without notice to you. Failure to comply with any portion of this subparagraph may result in immediate termination of the Agreement.

7. The section of the Agreement titled "Assignment" is deleted and replaced with the following, or if your Agreement does not contain a section titled "Assignment" the following is added as a new section to the Agreement:

ASSIGNMENT. You will not assign this Agreement without obtaining our prior written consent. Any transfer or assignment of this Agreement by you, without our prior written consent, by operation of law or otherwise, is voidable by us. You agree that we may at our sole discretion assign this Agreement to any party or affiliate, upon notice to you of such assignment. Further, you will not engage in any transaction that constitutes a Change of Control, without providing notice at least ten (10) business days prior to any such transaction. For purposes of this clause, a Change of Control is considered any change in ownership, merger (whether or not such party is the surviving corporation), acquisition, or any direct or indirect sale or transfer of a material portion of your assets. Change of Control as used herein applies equally to you or your parent company. Upon notice of any transaction constituting a Change in Control, Wells Fargo reserves the right to terminate this Agreement. Violation of this provision constitutes a breach of this Agreement and is grounds for termination.

8. The address listed for Wells Fargo in the section of the Agreement titled "Notices" is deleted and replaced by the following address for Wells Fargo:

Wells Fargo Bank, N.A.
Relationship Management – Senior Officer
MAC F0006-06C
801 Walnut Street
Des Moines, IA 50309

9. An additional notice method is added to the section of the Agreement titled "Notice" as follows:

"The business day on which notice is sent by Wells Fargo to the email address provided by you."

10. If your Agreement does not already have the following Designated Sender provision, the following is hereby added to the Agreement:

DESIGNATED SENDER. If you send any commercial electronic mail message to customers containing any marketing or promotional materials related to the Program, you agree to act as the "Designated Sender" (as used in FTC guidance) of the commercial electronic message on behalf of Wells Fargo, and to comply with all applicable Law in doing so, including but not limited to the CAN-SPAM Act, and specifically those provisions that address the duties of "senders" and "initiators" of commercial electronic mail messages. For additional information on the CAN-SPAM Act, please refer to the Advertising Guide.

11. All terms and conditions of the Agreement not modified herein shall remain in full force and effect. In the event of any conflict between the terms of the Agreement or any other addenda or amendments or modifications to the Agreement and the terms of this Modification, the terms of this Modification shall control.
12. This Modification is binding on you upon your continual submission of Consumer Credit Card Applications, Invoices, and/or transactions to us after the effective date noted below. If any provision of this Modification shall be held to be prohibited by or invalid under applicable law such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Modification.

Date: May 14, 2024