

AMENDMENT TO SUPPLIER AGREEMENT

This amendment (“Amendment”) is to the Supplier Agreement (“Agreement”) between the Supplier identified below (“Supplier”) and the Dealer identified below (“Dealer”) and is made the later date opposite the signatures of the parties.

RECITALS

1. By Agreement of even date, the parties agree to establish a relationship, but only as amended by this Amendment.
2. The parties have agreed to amend the Agreement, and the parties agree that the Agreement shall only be enforceable as amended by this Amendment.
3. If this is executed by the Dealer, the Agreement shall have no force and effect until this Amendment is executed by the Supplier.

AMENDMENT TERMS

The parties agree on the amendments to the Agreement as shown below. Unless specifically stated herein, capitalized terms have the same meaning as in the Agreement.

Amendment Terms:

- 1. Notwithstanding the terms of the Agreement, the following shall be the obligations of the Supplier with respect to all information and/or data of the Dealer to which the Supplier shall have access during the term of the Agreement:**
 - a. Dealer has a policy and process for compliance with the Federal Trade Commission’s information Safeguards Rule. Supplier agrees that any information and/or data obtained from Dealer or through access to any information system or information repository of Dealer that is non-public personal information (“NPPI”) of Dealer’s customers or consumers with whom dealer has dealt shall be maintained by Supplier in full compliance with the Federal Trade Commission’s Information Safeguards Rule.**
 - b. Whether or not information and/or data obtained from Dealer or through access to any information system or information repository of Dealer is NPPI, Supplier will maintain the confidentiality of such information and/or data, and Supplier will not make such information and/or data available to anyone other than Dealer, except in response to compulsory process to which Supplier is subject. In the event of compulsory process to which Dealer information and/or data is responsive, Supplier will make commercially reasonable efforts to notify Dealer so that Dealer can consider any actions it may wish to take to further protect its information and/or data.**

- c. Whether or not information and/or data obtained from Dealer or through access to any information system or information repository of Dealer is NPPI, Supplier will not use or share the information and/or data for any purpose except for providing services to Dealer pursuant to the Agreement.
 - d. Whether or not information and/or data obtained from Dealer or through access to any information system or information repository of Dealer is NPPI, Supplier may not include the information and/or data in any compilation(s) for its own use or for use of anyone other than Dealer.
2. At any time during the term of the Agreement, Dealer may confirm Supplier's compliance by (a) requiring a certificate and/or report of compliance from Supplier or (b) conducting an audit by Dealer's designated representative. Supplier shall cooperate and shall impose no fees or other charges for undertaking its obligations.
 3. Notwithstanding the provisions of the Agreement, any dispute(s) between Supplier and Dealer may only be determined in a judicial proceeding or alternative dispute resolution proceeding held in the city/county in which Dealer is located.
 4. The Recitals above are incorporated into the Terms of this Amendment as if fully stated herein.

HAVING FULLY AGREED, SUPPLIER AND DEALER AGREE TO THIS AMENDMENT TO THE AGREEMENT AS DESCRIBED HEREIN:

Supplier: _____

By: _____
(signature of authorized signatory for Supplier)

Printed: _____
(printed name of authorized Supplier signatory)

Title: _____

Date: _____

Dealer: _____

By: _____
(signature of authorized signatory for Dealer)

Name: _____
(printed name of authorized Dealer signatory)

Title: _____

Date: _____