

Finance Scope Finance Solutions Agreement

This agreement dated August 12, 2020 is made between North American Equipment Solutions, LLC, a Minnesota Limited Liability Company (hereinafter NAES) doing business as Finance Scope (hereinafter Finance Scope), and Yellowhouse Machinery Co (hereinafter Dealer).

WHEREAS, NAES is a Minnesota Limited Liability Company that is a joint venture company between Machinery Scope, LLC, a Minnesota Limited Liability Company and IronConnect, LLC, a Nebraska Limited Liability Company.

WHEREAS, the provisions, indemnifications, guarantees, and covenants of this agreement apply equally to Finance Scope, NAES, Machinery Scope, LLC, and IronConnect, LLC.

WHEREAS, Finance Scope hereby agrees to assist Dealer's customers in seeking and obtaining appropriate financing related to the purchase of equipment from Dealer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, it is hereby agreed by the parties as follows:

1. The parties to this Agreement are independent and separate entities. No agency relationship is created, express or implied, by the terms of this Agreement. Neither Dealer nor its employees or representatives shall have authority to incur any obligations, to make any statement or representations that bind Finance Scope in any transaction, to make, alter or execute any document or agreement on behalf of Finance Scope.
2. Finance Scope, NAES, Machinery Scope, LLC, and IronConnect, LLC, may provide a wide range of products and services to Dealer and/or Dealer's customers. The terms of this agreement relate only to Finance Scope's services associated with providing advice and recommendations regarding finance options for customer.
3. Finance Scope makes no promises or guarantees that Finance Scope will be able to successfully obtain financing for every customer that Dealer refers to Finance Scope. The parties acknowledge that a variety of factors are considered by lenders when reviewing applications for credit. Finance Scope only promises to make every effort to assist customers by providing financing options that will most benefit customer. Furthermore, Dealer agrees to not hold Finance Scope liable for any disputes arising out of inaccurate or misinformation provided to Finance Scope during customers application process.
4. Dealer has good and marketable title to any equipment that will be transferred to customer, free and clear of any and all liens, security interests, and other encumbrances. Dealer agrees to indemnify and hold Finance Scope harmless related to any liens, security interests, or other encumbrances related to equipment that will be purchased by customers and/or equipment that is

being traded to obtain equity towards an equipment purchase for those who obtain financing with the assistance of Finance Scope.

5. After the equipment has been accepted by the customer and the transaction has been financed through the assistances of Finance Scope, Dealer agrees to release itself of any right to receive finance income that Dealer may have otherwise received from the lending institution. Instead, dealer and/or Dealer's sales representative shall receive a bonus as compensation for finance business that is processed through Finance Scope's finance solutions resulting in 0.5% of the total amount financed on the contract. By default, Finance Scope will issue all finance bonus money to the Dealer. The authorized dealer representative must provide written instructions if the bonus compensation is permitted to be paid directly to the sales representative.

6. Any information supplied to Finance Scope concerning customers shall remain confidential and exist only with the parties involved in the transaction including the customer, Dealer, Finance Scope, and the lender. Finance Scope agrees to not share any of the Dealer and/or customer information with any other dealer, finance company, equipment manufacturer, or any other agency.

7. Finance Scope and Dealer agree that either party may terminate this agreement by providing the other party with ninety (90) days written notice. Alternatively, this agreement may be terminated at any time with the consent of both Finance Scope and Dealer.

8. This Agreement shall be governed by the laws of the State of Minnesota. Any and all actions in regard to or arising out of the terms and conditions hereof shall be instituted in the courts of Minnesota.

9. This Agreement is the complete agreement between the parties and no representations or promises have been made except as set forth herein.

John Kritser Jr. Yellowhouse Machinery Co. Troy Vosberg Finance Scope

Printed Name (Dealer)

Printed Name (Finance Scope)

John Kritser Jr. 8/12/2020 | 8:05 AM PDT

Troy Vosberg 8/12/2020 | 12:01 PM PDT

Authorized Signature (Dealer)

Authorized Signature (Finance Scope)