



**MERCHANT COMPLIANCE GUIDELINES
FOR GREENSKY® HOME IMPROVEMENT LOAN PROGRAM**

Effective November 10, 2015

Last Updated: January 26, 2023

Table of Contents

Introduction	4
Comply with All Laws	4
Complaints Management	5
Our Expectations Regarding Complaints Management	5
We Take All Complaints Seriously and Will Investigate All Customer Complaints	5
Avoid Complaints by Ensuring Customer Authorization for Loan and Transactions	5
We Will Contact Customers to Verify Activity	6
Protect Vulnerable Consumers and Customers	7
Our Expectations Regarding Vulnerable Consumers and Customers	7
What is this about?	7
Who is a “vulnerable consumer or customer”?	7
Tips to Avoid Allegations of Abuse	7
Legal Competency	7
Power of Attorney, Conservatorships, and Guardianships cannot be used to Submit Applications	8
Do Not Discriminate	9
Our Expectations Regarding Non-Discrimination	9
The GreenSky® Program Policy on Anti-Discrimination	9
You Must Not Illegally Discriminate Against Consumers, Applicants, or Borrowers	9
Customers May Use Translators	9
Protect Your Customer; Know Your Customer	10
Our Expectations Regarding Fraudulent Applications and Transactions	10
How to Verify a Person’s Identity	10
When to Verify Identity	10
Protect Customer Information from Unauthorized Use, Theft, or Other Loss	10
Guide to Knowing the GreenSky® Program Plans You Offer to Customers	11
Our Expectations Regarding Merchant Familiarity with GreenSky® Program Plans	11
GreenSky® Program Product Types	11
GreenSky® Program Plan Types	11
Marketing the GreenSky® Program	13
Our Expectations Regarding Merchant Marketing Related to the GreenSky® Program	13
The GreenSky® Marketing Compliance Guide is designed to Help Merchants Comply with the Law	13
Energy Efficiency/Alternative Energy Merchant Guidelines	14
Our Expectations for Energy Efficiency/Alternative Energy Merchants	14
The Energy Efficient “Leave Behind” Forms can Help Your Customers Understand the Program	14
Split Plan Form will help your customers and help us quickly process split plan requests!	14

Anti-Bribery and Anti-Corruption Compliance Requirements15

Our Expectations for Compliance with Anti-Bribery and Anti-Corruption Requirements15

Merchant Representations, Warranties, Acknowledgments and Covenants regarding Anti-Bribery, Anti-Corruption and
Related Matters15

Important Documentation for You and Your Customers17

Introduction

Thank you for your participation in the GreenSky® home improvement loan program (the “GreenSky® Program” or the “Program”). We seek to make it easier for businesses of all sizes to make available credit to their customers with a fast point-of-sale solution.

GreenSky, LLC, together with its affiliates (including GreenSky Servicing, LLC, permitted assigns and permitted designees (collectively, the “Program Administrator”, “we”, “us”, or “our”) is a service provider and program administrator to federally-insured, federal and state chartered financial institutions that provide consumers loans under the GreenSky® Program (the “Participating Banks”). GreenSky Servicing, LLC services the loans made by the Participating Banks. The Program Administrator is NOT a lender.

As the service provider and program administrator for the Participating Banks, we publish these Merchant Compliance Guidelines to set forth rules merchants participating in the GreenSky® Program (“Merchants”), like you and your company, must follow when participating in the GreenSky® Program. These Merchant Compliance Guidelines (the “Guidelines”) are part of the Operating Instructions for the GreenSky® Program and are incorporated into the GreenSky® Merchant Program Agreement (the “Program Agreement”). Failure to follow these Guidelines may result in disciplinary action, including up to suspension or termination.

Unless otherwise defined in these Guidelines, terms used in these Guidelines have the same meaning as defined in the Program Agreement.

Comply with All Laws

Merchants must comply with all laws applicable to their business, including obtaining and maintaining all licenses necessary to operate their business where they operate. In addition to the generality of the foregoing, the following specific representations and warranties may also apply depending on where a Merchant operates:

If Merchant offers products or services to any consumer located in New Jersey, Merchant represents and warrants that Merchant will comply with the New Jersey Consumer Fraud Act (N.J.S.A. 56: 8-1, et seq.), the New Jersey Contractors’ Registration Act (N.J.S.A. 56:8-136 et seq.), the New Jersey Contractor Registration Regulations (N.J.A.C. 13:45A-17.1 et seq.) and the New Jersey Home Improvement Regulations (N.J.A.C. 13:45A-16.1 et seq.). In the event Program Administrator learns that Merchant has failed to comply with this Section 11(c), Program Administrator will terminate this Agreement and may seek any other remedies available under this Agreement or otherwise.

If Merchant offers products or services to any New York resident or within New York State or if Merchant is a New York entity, Merchant represents and warrants that Merchant will comply with the New York State Human Rights Law, New York Executive Law 296-a, and the fair lending policies, procedures, guidance, instructions or training materials provided or made available by Program Administrator, including as part of the Operating Instructions, in connection with Merchant’s participation in the GreenSky® Program and Merchant’s sale of related products or services.

If Merchant engages in door-to-door transactions in California, Merchant represents and warrants that Merchant will comply with the California Home Solicitation Sales Act (California Civil Code §§1689.5-1689.15).

Complaints Management

Our Expectations Regarding Complaints Management

- We expect Merchants participating in a GreenSky® Program to treat their customers fairly and in a professional manner.
- We understand that bad feelings may arise or mistakes can happen from time to time through no fault of yours. But, when problems come up, our priority is to ensure that our mutual customers are treated with respect and proper consideration.
- We expect Merchants participating in the Program to share our commitment to customer service and customer satisfaction.

Merchants who have a high complaint rate or high severity complaints (such as allegations of unfair, deceptive, or abusive acts or practices or allegations of discrimination) or who do not cooperate with us in investigating and resolving customer complaints will be subject to disciplinary action, including up to suspension or termination from the Program.

We Take All Complaints Seriously and Will Investigate All Customer Complaints

- The Program Agreement requires you to cooperate with our investigation and remediation of a customer complaint. This cooperation includes providing any and all requested documentation. **You should provide any requested documentation or information within five (5) business days of receiving our request.**
- The Program Agreement also requires you to report to us certain complaints related to your participation in the Program that you receive from a customer or third party (such as a regulator). **You must report such complaints in accordance with the requirements of the Program Agreement.**

Avoid Complaints by Ensuring Customer Authorization for Loan and Transactions

- Customers must participate in submitting a loan application. You must ensure all loan applications and transactions you submit to the Program are authorized by your customers. You are not required to send us this documentation unless we request it from you.
 - **Application Authorization:** Signed application authorization is required demonstrating that the customer intended to apply for a loan and received the application disclosures. This can be obtained in one of several ways:
 - Via completion by the customer of a web or mobile credit application made available by or on behalf of the GreenSky® Program.
 - Via completion by the customer of a telephone credit application with the GreenSky® Program. If your customer needs to submit a credit application when you are not there to help facilitate the application, you may have your customer call us to submit an application directly to us over the telephone.
 - Via completion by the customer of a web credit application made available by or on behalf of the GreenSky® Program and accessible through an internet link emailed to your customer. If your customer needs to submit a credit application when you are not there to help facilitate the application, this option allows you to email your customer a link to our web credit application so that they can submit an application directly to us over the internet.
 - **Transaction Authorization:** Written authorization must demonstrate the customer had received his/her loan agreement and intended to authorize a specific transaction for a specific amount at a specific point in time (*i.e.*, on a specific date or upon the occurrence of a specific event, such as ordering materials).
 - While you may use your own form, we have provided a Borrower Payment Authorization Certificate form as a convenient form to capture a borrower's written authorization for a transaction. This form is available in the Important Documentation section of our Operating Instructions at www.greensky.com/merchantagreement.

- In addition, when you request a transaction authorization, we will send a transaction confirmation alert to your customer that includes the amount of the transaction authorization and, at a minimum, a call to action to the customer to alert us if there is a problem.
- It is important that you and your customer understand that the GreenSky® application is an actual application for credit. While we do offer prequalification for customers, upon submission and approval of a credit application, the customer will have an established account. Even though your customer will have an established account and loan offer from a Participating Bank your customer will have no obligation to repay any amount until and unless the customer authorizes a transaction on his or her account.
- We may contact your customers to learn more about their experience with the GreenSky® Program, including, without limitation, if we receive complaints from any of your other customers.

We Will Contact Customers to Verify Activity

- We may conduct regular customer satisfaction surveys to gather customer feedback regarding the sales process and to confirm customers authorized applications and transactions.
- Our customer satisfaction contacts are designed to verify the following:
 - Customer ordered the goods and services provided in connection with their GreenSky® Program account.
 - Customer understands the terms of their Program account and corresponding loan agreement.
 - Customer is satisfied with you, the Merchant, including with respect to their purchase of goods or services from you, and us, the Program Administrator.

(continued on next page)

Protect Vulnerable Consumers and Customers

Our Expectations Regarding Vulnerable Consumers and Customers

- We expect Merchants participating in a GreenSky® Program to offer their products and services and the GreenSky® Program in a way that does not take advantage of or put undue pressure on customers. This is especially true when working with customers who are in vulnerable population groups, such as the elderly, the disabled, or those who do not speak English as their primary language. We are committed to protecting vulnerable consumers and customers from abusive sales practices.

What is this about?

- Abuse of vulnerable adults includes the illegal or improper use of a vulnerable adult's funds, property or assets.
- Vulnerable adults may be targets of exploitation by family, caregivers, and others.
- We want to ensure that all customers are treated fairly and are not subject to unfair, deceptive, or abusive sales tactics. This includes by Program employees, Merchants participating in a Program, and family members or caregivers of Program customers.
- Merchants found to be engaged in vulnerable population abuse are subject to disciplinary action, including up to suspension or termination from the Program.

Who is a “vulnerable consumer or customer”?

- Adults over 60 years old
- Mentally or physically disabled adults
- Those who do not speak English as their primary language

Tips to Avoid Allegations of Abuse

- Do not pressure a customer into purchasing goods or services or submitting a credit application. Give your customers time to consider whether they would like to submit a credit application to pay for their project.
- Check ID at the time of the application and transactions to make sure the person authorizing the interaction is the person listed on the application or account.
- Don't condition prices and deals on customers paying immediately or by using a GreenSky® Program loan.
 - This type of pressure can be too much for members of the vulnerable population to handle and can lead to allegations of abuse.
- Don't overcharge your customers. Comply with the down payment requirements under applicable state law and the terms of the Program Agreement and Operating Instructions
- Be cautious of situations where your contact with a customer is through or controlled by a third-party (including a family member) and direct access to the customer is limited.

Legal Competency

A customer must be legally competent to agree to submit an application and process a transaction. **You have a responsibility to ensure that your customer is competent to execute and submit a credit application.** The following elements are required to establish legal competency:

- **Age:** The customer must be of legal age to submit an application and process a transaction.
 - Applicants in the Program must be 18 years old (19 years old in Alabama).
- **Mental Competency:** The customer must have the mental capacity to read and understand the application and to intend to submit an application and/or transaction.
 - For example: If a customer is exhibiting signs of dementia, Alzheimer's or other mental illness, the person may not be mentally competent to execute a credit application.

Power of Attorney, Conservatorships, and Guardianships cannot be used to Submit Applications

We understand that a person's circumstances may change and that he or she may need the assistance of a third-party in handling his or her financial affairs. That's why we will work with a customer who needs to establish an account contact, Power of Attorney, Conservator, or Guardian to help the customer manage the servicing and repayment of a loan.

The GreenSky® Program does not, however, accept applications or transactions submitted on behalf of a person by another person claiming to hold a Power of Attorney, Conservatorship, or Guardianship relationship. These situations raise concerns about potential vulnerable adult abuse. Please do not submit any applications or transactions from persons authorized as a Power of Attorney, Conservator, or Guardian for another. Do not hesitate to contact us if you have questions about this policy.

(continued on next page)

Do Not Discriminate

Our Expectations Regarding Non-Discrimination

- We expect all participants in the GreenSky® Program (our employees, the Participating Banks, and Merchants) to operate in a manner that does not illegally discriminate against consumers, applicants, or borrowers.

The GreenSky® Program Policy on Anti-Discrimination

The GreenSky® Program will be conducted in a manner that complies with the federal Equal Credit Opportunity Act (“ECOA”), Regulation B, and other applicable federal and state anti-discrimination laws.

The GreenSky® Program, the Participating Banks, and Merchants participating in the Program **SHALL NOT** illegally discriminate against a potential customer or customer during any part of a credit transaction based on prohibited categories or characteristics.

You Must Not Illegally Discriminate Against Consumers, Applicants, or Borrowers

Federal and state laws, such as the ECOA and Regulation B, make it **illegal for you to discriminate** in any aspect of a credit transaction based on certain personal characteristics of a prospective applicant.

Specifically, federal law prohibits you from treating customers differently or discriminating based on the following:

- | | |
|-------------------------|---|
| • Race | • Age |
| • Color | • Religion |
| • National Origin | • Receipt of income from public assistance program |
| • Sex or Marital Status | • Good faith exercises of rights under the Consumer Credit Protection Act |

State law may also protect other categories, such as sexual orientation or creed. For example, New York prohibits discrimination on the basis of “age, race, creed, color, national origin, sexual orientation, military status, sex, marital status or disability.” You are responsible for knowing and complying with all anti-discrimination laws in your state and locality applicable to your business.

We will take steps to ensure you are complying with anti-discrimination laws in working with your customers and the GreenSky® Program. For example, we or Participating Banks may conduct statistical sampling of your customer base to determine whether there is potential intentional or unintentional discrimination occurring.

Merchants who illegally discriminate against consumers, applicants, or borrowers are subject to disciplinary action, including up to suspension or termination from the Program.

Customers May Use Translators

We will only service customers in English or Spanish. Customers who speak other languages, however, can use their own translators to understand Merchant sales presentations or the products offered by the GreenSky® Program. But, Merchants should only speak to customers about the GreenSky® Program in English or Spanish. If a customer uses a translator, Merchants should verify and record the identity of the translator like they would any customer.

Although the English version of our loan documents are the official, controlling version of the loan documents, we do have Spanish-language versions available as a customer courtesy. If any part of the discussions about your project or the GreenSky® Program are held in Spanish, you must ensure that you or your customer requests that your customer receive his/her loan documents in Spanish.

Protect Your Customer; Know Your Customer

Our Expectations Regarding Fraudulent Applications and Transactions

- We expect Merchants in the GreenSky® Program to take appropriate steps to ensure that the applications and transactions they submit to the Program are legitimate and do not involve fraud, including, but not limited to, identity theft. To help protect the Program, the Participating Banks, our Merchants, and consumers from fraud, we have implemented an anti-fraud program that is designed to identify and block fraudulent applications and transactions. Merchants are at the frontline of our anti-fraud defenses.
- We expect a Merchant participating in the Program to:
 1. Verify the identity of a person submitting a credit application to the Program or requesting a transaction on a Program loan;
 2. Decline to submit an application or refuse to process a transaction if the Merchant has any question about the identity of the person or is concerned that the application/transaction is related to fraudulent activity; and
 3. Report any such suspicious interaction to GreenSky® at customer.protection@greensky.com or by calling customer service at 866-936-0602.

How to Verify a Person's Identity

- Review a copy of the person's government-issued identification document/card, such as driver's license or passport.
- Verify that the person's physical appearance and information provided in the application/transaction request matches the information in the government-issued ID document/card.
- Don't submit an application or transaction if:
 - The person's physical appearance or application/transaction information do not match the ID; or
 - The ID documents appear to be forged or altered.

When to Verify Identity

- Before facilitating or submitting a credit application
- Before processing each transaction

Protect Customer Information from Unauthorized Use, Theft, or Other Loss

Individuals – shoppers, applicants, and customers – may provide Merchants with personal information in connection with their project and/or their GreenSky® Program loan. Merchants must take steps to protect the personal information they receive. If a Merchant believes customer information has been compromised, contact us immediately!

(continued on next page)

Guide to Knowing the GreenSky® Program Plans You Offer to Customers

Our Expectations Regarding Merchant Familiarity with GreenSky® Program Plans

- We expect Merchants participating in the GreenSky® Program to understand the credit products and plans that they offer to customers.
- Merchants should know the general category of the product (installment), the general type of plan (deferred interest, payment plan, fixed rate, or “ZIL” (0% interest loan)), and the terms of the plan (the interest rate, the length of the loan, and the number of payments).
- We expect Merchants to provide accurate, truthful, and complete information about the GreenSky® Program loans their customers are interested in or call us to answer customer questions.
- If a customer has a question and you don’t know the answer, have the customer call us at 866-936-0602. **Don’t guess!**

GreenSky® Program Product Types

GreenSky® offers installment (closed-end) credit products.

“Installment Credit” is the type of credit typically associated with an auto loan. An installment loan has a fixed number of payments to be made over a fixed term (*i.e.*, 7 years). Although GreenSky® Program installment loans may use a credit card device (the “Shopping Pass”) to access the funds and give the customer a “shopping window” during which he or she may make multiple purchases, the credit limit is fixed and is not replenished by payments made during the shopping window.

GreenSky® Program Plan Types

GreenSky® home improvement loans are installment loans. We offer three general types of installment loan plans: deferred interest, payment plans, and zero interest (or “ZILs”). It is important for each customer to understand the type of plan he or she receives.

Deferred Interest Plans – Also called “No Interest if Paid in Full” loans, interest is billed to the deferred interest loan account during the promotional period (typically 6-24 months) but will be waived if the customer pays the entire purchase balance before the end of the promotional period. The promotional period is clearly and conspicuously disclosed in the plan description in your customer’s loan agreement. Customers should clearly know that, **if, and only if**, the customer repays his or her entire purchase balance during the promotional period, then the customer will not have an obligation to pay any interest. If the customer **does not repay** the entire purchase balance during the promotional period, then the customer is responsible for paying all the interest that accrues during the promotional period and any interest that accrues after the promotional period.

You MUST NOT advertise these products as “No Interest” or 0% or suggest that the loan does not accrue interest. Any use of the term “No Interest” must be followed immediately by “if Paid in Full” and use the proper disclaimers. See Marketing Guidelines (https://www.greensky.com/docs/core/guidelines/installment_loan_marketing_guidelines.pdf) for details.

The GreenSky® Program offers two types of deferred interest plans – “no interest if paid in full with no required payments during the promotional period” and “no interest if paid in full with required minimum payments during the promotional period”. Depending on the type of deferred interest plan, a customer may or may not have to make payments during the promotional period. Customers should be aware, however, that if they have minimum payments due during the promotional period and make the minimum payments, they will not pay off the entire purchase balance during the promotional period.

Customers who have deferred interest plans receive a Deferred Interest informational sheet as part of their loan agreement. This form is available in the Important Documentation section of our Operating Instructions at www.greensky.com/merchantagreement for your reference.

Payment Plans/Fixed Rate Plans – These plans are designed for customers who desire a fixed monthly payment to budget their purchase and are not likely to be able to pay the entire balance before the end of a deferred interest promotional

period. Payment plans have payments due during the first introductory months following loan approval and then payments of interest and principal for the remaining term. At the end of the introductory period, the customer will receive a Summary of Account at Conversion outlining their payment obligation for the remainder of the loan term.

Zero Percent Plans or ZILs – These plans have a 0% interest rate during the entire life of the loan.

(continued on next page)

Marketing the GreenSky® Program

Our Expectations Regarding Merchant Marketing Related to the GreenSky® Program

The GreenSky® Program includes several different types of credit products to help you delight your customers by giving them the flexibility to choose the credit terms that meet their needs.

- We expect Merchants participating in the GreenSky® Program to be familiar with the products and plans they offer to their customers.
- We expect Merchants to ensure that the advertisements and marketing materials used to advertise the availability of credit products are complete and accurate with the elements required by law.
- Pursuant to the requirements of the Program Agreement, we expect Merchants to comply with the applicable marketing guidelines and requirements contained in the Operating Instructions. Please carefully review and comply with those additional requirements, which are separately included within the Operating Instructions.
- We conduct quarterly marketing reviews of various Merchants. We expect Merchants to fully comply with the review and make any required changes to marketing materials promptly following our review.

The GreenSky® Marketing Compliance Guide is designed to Help Merchants Comply with the Law

We have created a Merchant Marketing Compliance Guide (the “Marketing Compliance Guide”) to assist Merchants in complying with the laws applicable to advertising credit products. The Marketing Compliance Guide provides a brief description of the categories of the credit plans the Program offers and sample marketing language that may be used when advertising the availability of each type of plan, as well as various requirements applicable to your marketing activities related to the GreenSky® Program. The Marketing Compliance Guide is included as part of the Operating Instructions and is available under the Guidelines section at www.greensky.com/merchantaagreement.

Please review the Marketing Compliance Guide carefully and reach out to your GreenSky® representative if you have any questions.

(continued on next page)

Energy Efficiency/Alternative Energy Merchant Guidelines

Our Expectations for Energy Efficiency/Alternative Energy Merchants

Energy efficiency and alternative energy (such as solar or geothermal) projects are often sold to consumers looking to save money on their utility bills. Although all Merchants may be subject to claims of unfair, deceptive, or abusive acts or practices, Merchants who specialize in energy efficiency and alternative energy face additional risk from customers claiming deception during the sales process if they are not satisfied with the projects. Therefore, it is important for energy efficiency and alternative energy Merchants to be more careful in their sales presentation and accurately and completely describe the project plans, the potential savings, and the financing plans. In addition to any industry-specific guidelines Program Administrator may develop from time-to-time, we issue the following general guidelines.

- We expect energy efficiency and alternative energy Merchants to clearly and accurately explain the construction project and the role of financing in the project.
- Specifically, customers should understand that the GreenSky® Program and the lender are not responsible for tax credits, rebates, or other government incentives.
- We expect Merchants to accurately (without exaggeration) describe the potential savings related to a project and describe the factors that can affect the savings.
- Finally, we expect Merchants to accurately disclose to customers that Program loans must be repaid even if the customer does not get the expected credits, rebates, incentives, or utility savings.

Merchants should not guarantee savings, tax rebates, tax credits, or government incentives!

The Energy Efficient “Leave Behind” Forms can Help Your Customers Understand the Program

To assist energy efficiency/alternative energy Merchants meet our expectations, we have developed an Energy Efficient “Leave Behind” form that is designed to be helpful to you and your customers. This form describes the GreenSky® Program’s role in their home improvement project and the customer’s obligations to repay the loan even if they do not receive the tax credits, rebates, incentives, or savings. This form will help you avoid customer complaints and help us to ensure your customers are having the best possible experience!

Split Plan Form will help your customers and help us quickly process split plan requests!

Energy efficiency and alternative energy Merchants often work with customers who want to obtain two types of loans – a deferred interest loan that is intended to be repaid using the proceeds from an incentive (such as a tax rebate) before the expiration of the deferred interest promotional period (usually 6-18 months) and another loan at a low fix APR over a few years. These “split plans” help customers obtain a portion of their project financing with the option of not paying interest on that part of the financing (deferred interest loans bill interest during the promotional period, but all billed interest is waived if the entire purchase balance is paid before the expiration of the deferred interest promotional period).

It is vitally important that customers of “split plan” loans understand the nature of their financing arrangement, *i.e.*, that the customer has two loans, that the terms of these loans may be fundamentally different, and that the customer is obligated to pay for both loans regardless of whether or not they receive the anticipated incentive. To assist Merchants in ensuring their customers understand the nature of their “split plan,” we have created a “Split Plan” form that contains important educational information designed to help your customers understand the split plan process and their loans. A Merchant who wishes to use a “split plan” for its customer must provide us with a “Split Plan” form signed by its customer when requesting the “split plan.”

Anti-Bribery and Anti-Corruption Compliance Requirements

Our Expectations for Compliance with Anti-Bribery and Anti-Corruption Requirements

The GreenSky® Program is fully committed to complying with all applicable laws and regulations designed to combat bribery and corruption, and to seeking and retaining business based on merit and the excellence of performance, not through bribery or corruption. The GreenSky® Program does not tolerate bribery or corruption involving our people, vendors, agents, or other business partners.

Merchant Representations, Warranties, Acknowledgments and Covenants regarding Anti-Bribery, Anti-Corruption and Related Matters

By participating in the GreenSky® Program, each Merchant hereby makes the following representations, warranties, acknowledgments and covenants to Program Administrator and Funding Banks, all of which shall survive the termination or expiration of the Program Agreement:

- Merchant represents that, in connection with its participation in the GreenSky® Program or its performance or delivery of goods and services for consumers, it has not and warrants that it will not receive or solicit bribes, kickbacks, or other improper benefits.
- Merchant represents that, in connection with its participation in the GreenSky® Program or its performance or delivery of goods and services for consumers (including with respect to any activity predating its agreement with the GreenSky® Program), it has not and warrants that it will not (i) make (or cause to be made), offer, promise, or authorize any payments or gifts or anything of value, directly or indirectly, to any Public Official (as defined below) or to any other person to secure an improper advantage, improperly obtain or retain business or an improper advantage in the conduct of business for Merchant, the GreenSky® Program, Program Administrator or Funding Banks, or otherwise to induce any person to perform their duties improperly, or (ii) pay, offer, or agree to pay (or cause to be paid, offered or agreed to be paid) any political contributions or donations. In performing its obligations under the Program Agreement, Merchant agrees to not authorize, make, permit to be made, or allow a Third Party to make any payments, which, if made by Merchant, would violate this Agreement. As used herein, (i) “Public Official” means any person holding an elected or appointed office and any other officer or employee of a government or a department, agency, instrumentality or part thereof (including a state-owned or -controlled enterprise or a joint venture/partnership with a government entity), any officer or employee of a public international organization or a political party, and any candidate for political office; or any person exercising a public function or acting in an official capacity for or on behalf of any of the foregoing, and (ii) “Third Parties” means directors, officers and employees of a Merchant and other agents, subcontractors, vendors, consultants, or other third parties engaged by a Merchant to perform any actions in connection with its participation in the GreenSky® Program or its performance or delivery of goods and services for consumers.
- Merchant represents that, in connection with its participation in the GreenSky® Program and its performance or delivery of goods and services for consumers, it has not and warrants that it will not make any facilitation payments, grease payments, or other payments to a Public Official to expedite or secure performance of a routine, non-discretionary governmental action such as obtaining official documents, processing governmental papers, or providing postal or utility services, even if such payments may be permissible under local laws.
- Merchant understands and acknowledges that Program Administrator and Funding Banks are subject to anti-bribery and anti-corruption laws, which may include the United States Foreign Corrupt Practices Act of 1977, as amended from time to time.
- Merchant warrants that all payments by or on behalf of Program Administrator, Funding Banks or the GreenSky® Program to Merchant under the Program Agreement will be for Merchant’s sole use and benefit in the conduct of its business, and shall not be used to pay any bribes, kickbacks, or other illegal or unlawful payments.
- With respect to each Third Party that Merchant uses in connection with its participation in the GreenSky® Program or its performance or delivery of goods and services for consumers, Merchant warrants that it will (i) conduct appropriate, risk-based due diligence on such Third Party consistent with industry best practices, (ii) provide

appropriate training to relevant employees of such Third Party based on the nature of the services being provided by such Third Party to or on behalf of Merchant, (iii) monitor such Third Party's relevant activities, and take such other steps as are reasonable and proportionate, to ensure such Third Party's compliance with applicable laws and the relevant terms and conditions of the Program Agreement related to the services being provided by such Third Party to or on behalf of Merchant, and (iv) ensure that its contract with such Third Party includes provisions requiring such Third Party to comply with applicable law. Merchant acknowledges and agrees that it shall be liable to Program Administrator and Funding Banks for any failure of any such Third Party to comply with applicable law or the Program Agreement in connection with the performance by such Third Party of services to or on behalf of Merchant and related to Merchant's participation in the GreenSky® Program or its performance or delivery of goods and services for consumers.

- Merchant warrants that, in connection with its participation in the GreenSky® Program or its performance or delivery of goods and services for consumers, it will not take any action that would result in a violation by Program Administrator, Funding Banks, the GreenSky® Program or Merchant of any economic or trade sanction imposed by the laws of any relevant federal, state, local or foreign jurisdiction, including but not limited to the laws of the United States or as required under UN Security Council resolution, relating to any lists of designated, blocked or prohibited persons, groups or entities, or any restrictions on transacting business with or otherwise dealing with particular jurisdictions or governments, individuals, entities or transactions associated with those jurisdictions.
- Merchant represents and certifies that neither it nor any of its directors, officers or employees:
 - has at any time been found by a court, regulatory body, or administrative agency in any jurisdiction to have engaged in any corrupt or fraudulent activity or any activity involving moral turpitude, or any violations of applicable anti-corruption laws;
 - has at any time admitted in a judicial or regulatory matter, action, or proceeding to having engaged in any corrupt or fraudulent activity, violations of applicable anti-corruption laws, or any activity involving moral turpitude;
 - has at any time been the subject of or otherwise implicated in any formal or informal investigations or inquiries related to any corrupt or fraudulent activity, potential violations of applicable anti-corruption laws, or any activity involving moral turpitude; or
 - is now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs or participating in any project funded by the World Bank, the European Bank for Reconstruction and Development, or any other multilateral or bilateral aid agency.
- Merchant warrants that it will promptly notify Program Administrator in reasonable written detail about any formal or informal governmental investigation, litigation, inquiry, notice, or claim (of which Merchant has notice or knowledge) related in any way to the Program Agreement or Merchant's participation in the GreenSky® Program or which affects or could reasonably be expected to affect any activities of Merchant or any of its directors, officers, employees, agents or subcontractors in connection with the Program Agreement.
- Merchant agrees to give prompt written notice to Program Administrator in the event that, at any time during the term of the Program Agreement, any representations or warranties set forth in the Program Agreement are no longer accurate or Merchant has failed to comply with or has breached any of its covenants or other obligations under the Program Agreement.
- To the extent that Merchant has contacted or interacted with any Public Officials on behalf of Program Administrator or Funding Banks, Merchant shall keep a record of all such Public Officials and the record shall include the Public Official's name and title and the date and purpose of the communication or interaction.
- For the avoidance of doubt, Merchant's indemnification obligations under the Program Agreement will include all charges, claims, damages, losses, and expenses, including but not limited to attorney's fees or investigation costs, related to Merchant's violation of the foregoing representations, warranties, acknowledgments and covenants.

Important Documentation for You and Your Customers

Our Merchant website provides samples of the various forms and documents referred to in the training materials and these compliance guidelines. Please contact your GreenSky® sales representative or call us at 800-357-1558 or visit our website at <http://www.greenskycredit.com/merchantagreement> to obtain copies of the forms and documents you need.