



Credit Acceptance Corporation

**25505 West Twelve Mile Road
Southfield, Michigan 48034-8339**

NOTICE OF ANNUAL MEETING OF SHAREHOLDERS

to be held July 21, 2021

NOTICE IS HEREBY GIVEN that the 2021 Annual Meeting of Shareholders of Credit Acceptance Corporation, a Michigan corporation, will be held at its principal executive offices, 25505 West Twelve Mile Road, Southfield, Michigan 48034, on Wednesday, July 21, 2021, at 8:00 a.m., Eastern time, for the following purposes:

- (a) election of five directors named in Credit Acceptance Corporation's 2021 Proxy Statement, each to serve until the 2022 Annual Meeting of Shareholders and until his or her successor has been elected and qualified;
- (b) approval of the Credit Acceptance Corporation Amended and Restated Incentive Compensation Plan;
- (c) advisory vote to approve named executive officer compensation;
- (d) ratification of the selection of Grant Thornton LLP as Credit Acceptance Corporation's independent registered public accounting firm for 2021; and
- (e) transaction of such other business as may properly come before the meeting or any adjournment or postponement thereof.

Shareholders of record on May 27, 2021 will be entitled to notice of and to vote at the meeting. You are invited to attend the meeting. Whether or not you plan to attend in person, please cast your vote. On June 10, 2021, Credit Acceptance Corporation mailed a Notice of Internet Availability of Proxy Materials containing instructions on how to access our 2021 Proxy Statement and 2020 annual report and vote by proxy online via the Internet. You may also request a paper copy of our 2021 Proxy Statement and a proxy card to submit your proxy vote by mail, if you prefer. We encourage you to vote by proxy via the Internet. It is convenient and saves us significant postage and processing costs. The proxy is revocable and will not affect your right to vote in person if you are a shareholder of record and attend the meeting.

We intend to hold the Annual Meeting of Shareholders in person. However, we are actively monitoring the coronavirus (COVID-19) situation. We are sensitive to the public health and travel concerns our shareholders may have and the protocols that federal, state, and local governments may impose. In the event it is not possible or advisable to hold the meeting in person, we will announce alternative arrangements in advance of the meeting, and details on how to participate will be issued by press release available on our website at ir.creditacceptance.com and filed with the Securities and Exchange Commission.

By Order of the Board of Directors,
Charles A. Pearce
Chief Legal Officer and Corporate Secretary

Southfield, Michigan
June 10, 2021



Credit Acceptance Corporation

PROXY STATEMENT

Annual Meeting of Shareholders to be held July 21, 2021

This Proxy Statement is furnished in connection with the solicitation of proxies by the Board of Directors (the "Board") of Credit Acceptance Corporation, a Michigan corporation (the "Company", "Credit Acceptance", "we", "our", or "us"), to be used at the Annual Meeting of Shareholders of Credit Acceptance (the "Annual Meeting") to be held on Wednesday, July 21, 2021, for the purposes set forth in the accompanying Notice of Annual Meeting of Shareholders and in this Proxy Statement. This Proxy Statement and the enclosed form of proxy were first sent or given to security holders on or about June 10, 2021.

Only shareholders of record at the close of business on May 27, 2021 (the "Record Date") will be entitled to vote at the Annual Meeting or any adjournment or postponement thereof. Each holder of the 16,396,847 issued and outstanding shares of our common stock (the "Common Stock") on the Record Date is entitled to one vote per share. The presence, either in person or by properly executed proxy, of the holders of a majority of the outstanding shares of Common Stock is necessary to constitute a quorum at the Annual Meeting.

Under rules adopted by the U.S. Securities and Exchange Commission (the "SEC"), we are furnishing proxy materials to our shareholders on the Internet, rather than mailing printed copies of those materials to each shareholder. If you received a Notice of Internet Availability of Proxy Materials by mail, you will not receive a printed copy of the proxy materials unless you request one. Instead, the Notice of Internet Availability of Proxy Materials will instruct you as to how you may access and review the proxy materials on the Internet. If you received a Notice of Internet Availability of Proxy Materials by mail and would like to receive a printed copy of our proxy materials, please follow the instructions included in the Notice of Internet Availability of Proxy Materials.

A proxy may be revoked at any time before it is exercised by giving a written notice to our Corporate Secretary bearing a later date than the proxy, by submitting a later-dated proxy or, if you are a shareholder of record or hold legal authority from a shareholder of record, by voting the shares represented by the proxy in person at the Annual Meeting. Unless revoked, the shares represented by each duly executed, timely delivered proxy will be voted in accordance with the specifications made. **If no specifications are made on a duly executed, timely delivered proxy, such shares will be voted FOR the election of directors named in this Proxy Statement, FOR the approval of the Amended and Restated Incentive Compensation Plan (the "Plan" or "Incentive Plan"), FOR the advisory proposal to approve our named executive officer compensation, and FOR ratification of the selection of Grant Thornton LLP ("Grant Thornton") as our independent registered public accounting firm for 2021.** The Board does not intend to present any other matters at the Annual Meeting. However, should any other matters properly come before the Annual Meeting, it is the intention of such proxy holders to vote the proxy in accordance with their best judgment to the extent permitted by law.

Directors are elected by a plurality of the votes cast at the Annual Meeting. The advisory proposal to approve our named executive officer compensation requires the affirmative vote of a majority of the votes cast at the Annual Meeting by the holders of shares entitled to vote thereon. The approval of the Plan requires the affirmative vote of a majority of the votes cast at the Annual Meeting by the holders of shares entitled to vote thereon. The ratification of the selection of Grant Thornton as our independent registered public accounting firm for 2021 requires the affirmative vote of a majority of the votes cast at the Annual Meeting by the holders of shares entitled to vote thereon.

If you own shares through a bank or broker in street name, you may instruct your bank or broker how to vote your shares. If you do not instruct your bank or broker how to vote such shares, your bank or broker can vote your shares only on the routine matter of ratification of Grant Thornton as our independent registered public accountant for 2021. Without your instructions, your bank or broker is not permitted to vote your shares on any other proposal, resulting in a “broker non-vote” with respect to any such proposal.

If you withhold your vote on the election of directors or abstain from voting on any or all of the other proposals, your shares will be included in the number of shares present and entitled to vote at the meeting and counted for purposes of determining a quorum. Withheld votes and broker non-votes will be excluded entirely from the vote on the election of directors and will therefore have no effect on the election. Abstentions and broker non-votes are not counted as votes cast on the approval of the Plan and the advisory proposal to approve named executive officer compensation and will therefore have no effect on the outcomes of such matters. Abstentions are not counted as votes cast on the ratification of the selection of Grant Thornton as our independent registered public accounting firm for 2021 and will therefore have no effect on such matter.

The expenses of soliciting proxies will be paid by Credit Acceptance. In addition to solicitation by mail, our officers and employees, who will receive no extra compensation therefor, may solicit proxies personally, by telephone, by facsimile transmission or via the Internet. We will reimburse brokerage houses, custodians, nominees and fiduciaries for their expense in mailing proxy materials to shareholders.

**COMMON STOCK OWNERSHIP OF
CERTAIN BENEFICIAL OWNERS AND MANAGEMENT**

The following table sets forth information as of May 27, 2021 concerning beneficial ownership of Common Stock by all directors and nominees, by each of the individuals named in the Summary Compensation Table, by all directors and executive officers as a group, and by all other beneficial owners of more than 5% of the outstanding shares of Common Stock. The number of shares beneficially owned is determined under rules of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rules, a person's beneficial ownership includes any shares as to which such person has sole or shared voting power or investment power and also any shares which such person has the right to acquire on May 27, 2021 or within 60 days thereafter through the exercise of any stock option or other right. Unless otherwise indicated, each holder has sole investment and voting power with respect to the shares set forth in the following table.

Name	Number of Shares Beneficially Owned	Percent of Outstanding Shares (a)
Thomas N. Tryforos	418,665 (b)	2.6%
Brett A. Roberts	181,363	1.1%
Scott J. Vassalluzzo	66,883 (c) (f)	*
Glenda J. Flanagan	17,108 (d)	*
Vinayak R. Hegde	—	*
Kenneth S. Booth	16,500	*
Daniel A. Ulatowski	12,212	*
Arthur L. Smith	8,470	*
Charles A. Pearce	3,500	*
All Directors and Executive Officers as a Group (12 persons)	736,200 (e)	4.5%
Prescott General Partners LLC et al.	2,637,296 (f)	16.1%
Jill Foss Watson	2,340,437 (g)	14.3%
Allan V. Apple	1,814,349 (h)	11.1%
Donald A. Foss	1,670,629 (i)	10.2%
Ruane, Cunniff & Goldfarb L.P.	1,602,519 (j)	9.8%
Principal Global Investors, LLC	1,042,988 (k)	6.4%
Wellington Management Group LLP et al.	896,409 (l)	5.5%
The Vanguard Group	886,928 (m)	5.4%

* Less than 1%.

- (a) The percentages have been calculated in accordance with SEC regulations based on 16,396,847 shares of Common Stock issued and outstanding as of May 27, 2021.
- (b) Includes 207,665 shares owned by Elias Charles & Co LLC, of which Mr. Tryforos is the managing member, and 211,000 shares held in charitable remainder trusts for which Mr. Tryforos is the sole trustee.
- (c) Based on information obtained directly from Mr. Vassalluzzo on January 21, 2021. Includes 2,758 shares owned by certain family members as to which shares Mr. Vassalluzzo has sole power to vote or direct the vote and to dispose or direct the disposition. Mr. Vassalluzzo is a managing member of Prescott General Partners LLC, whose beneficial ownership is described in (f) below.
- (d) Includes 8,000 shares owned by GCM GP, LP, a limited partnership of which GCM GP, LLC is the sole general partner. Ms. Flanagan is a member-manager of GCM GP, LLC and shares voting and dispositive power over these shares. Also includes 5,108 shares owned by The Glenda J. Flanagan 2020 Grantor Retained Annuity Trust, for which Ms. Flanagan is the sole trustee.
- (e) Includes shares referenced in (a), (b), (c) and (d), above.

- (f) Based on a jointly-filed Schedule 13D, as amended (most recently by an amendment filed with the SEC on June 8, 2020), of Prescott General Partners LLC, Prescott Associates L.P., Prescott Investors Profit Sharing Trust, Thomas W. Smith and Mr. Vassalluzzo (the “Prescott 13D”). The Prescott 13D reports that Prescott General Partners LLC, a Delaware limited liability company, is the general partner of Prescott Associates L.P. and that Messrs. Smith and Vassalluzzo are managing members of Prescott General Partners LLC. Based on the Prescott 13D, Prescott Associates L.P. has shared power to vote or direct the vote and to dispose or direct the disposition of 1,140,366 shares, Prescott General Partners LLC may be deemed to share the power to vote or direct the vote and to dispose or direct the disposition of 1,738,758 shares (including the 1,140,366 shares as to which Prescott Associates L.P. has shared power to vote or direct the vote and to dispose or direct the disposition), Mr. Smith has shared power to vote or direct the vote and to dispose or direct the disposition of 86,100 shares and sole power to vote or direct the vote and to dispose or direct the disposition of 684,345 shares, Prescott Investors Profit Sharing Trust has shared power to vote or direct the vote and to dispose or direct the disposition of 61,210 shares, and Mr. Vassalluzzo has sole power to vote or direct the vote and to dispose or direct the disposition of 66,883 shares (which shares are also disclosed as beneficially owned by Mr. Vassalluzzo, as described in (c) above). Based on the Prescott 13D, the address of Prescott General Partners LLC, Prescott Associates L.P., Mr. Smith and Mr. Vassalluzzo is 2200 Butts Road, Suite 320, Boca Raton, FL 33431.
- (g) Based on a Schedule 13D, as amended (most recently by an amendment filed with the SEC on January 10, 2018), of Mrs. Foss Watson (the “Foss Watson Schedule 13D”), subsequently filed Forms 4 (the most recent of which being a Form 4 filed with the SEC on January 29, 2021) and a Schedule 13G, as amended (most recently by an amendment filed with the SEC on February 12, 2021), of Mr. Apple (the “Apple Schedule 13G”), we believe shares beneficially owned by Mrs. Foss Watson consist of the following:

Sole Voting and Dispositive Power	Shared Voting and No Dispositive Power	Total
685,793 (i)	1,654,644 (ii)	2,340,437

- (i) 550,069 shares owned of record by Mrs. Foss Watson as trustee of various trusts; 133,578 shares owned of record by Todd Watson, spouse of Mrs. Foss Watson, as trustee of various trusts; and 2,146 shares held by Mrs. Foss Watson's son.
- (ii) 978,823 shares (representing approximately 6.0% of the shares of Common Stock issued and outstanding as of May 27, 2021) held by The Donald A. Foss 2009 Remainder Trust, of which Mrs. Foss Watson is a trustee; and 675,821 shares held by The Donald A. Foss 2010 Remainder Trust, of which Mrs. Foss Watson is a trustee. These shares are also disclosed as beneficially owned by Allan Apple, as described in (h) below.

Based on the Foss Watson Schedule 13D, Mrs. Foss Watson's address is 29777 Telegraph Road, Suite 2611, Southfield, MI 48034.

- (h) Based on the Apple Schedule 13G, shares beneficially owned by Mr. Apple consist of the following:

Sole Voting and Dispositive Power	Shared Voting and Sole Dispositive Power	Total
159,705 (i)	1,654,644 (ii)	1,814,349

- (i) 12,826 shares held by The Donald A. Foss 2010 Remainder Trust #2, of which Mr. Apple is the trustee; and 146,879 shares held by The Donald A. Foss 2011 Remainder Trust FBO Robert S. Foss and Descendants, of which Mr. Apple is the trustee.
- (ii) 978,823 shares (representing approximately 6.0% of the shares of Common Stock issued and outstanding as of May 27, 2021) held by The Donald A. Foss 2009 Remainder Trust, of which Mr. Apple is a trustee; and 675,821 shares held by The Donald A. Foss 2010 Remainder Trust, of which Mr. Apple is a trustee. These shares are also disclosed as beneficially owned by Jill Foss Watson, as described in (g) above.

Based on the Apple Schedule 13G, Mr. Apple's address is 29777 Telegraph Road, Suite 2611, Southfield, MI 48034.

- (i) Based on a Schedule 13G, as amended (most recently by an amendment filed with the SEC on February 12, 2021) (the “Foss Schedule 13G”) and on information obtained directly from Mr. Foss on May 13, 2021. The Foss Schedule 13G reports that Mr. Foss has sole dispositive and voting power as to the shares reported as beneficially owned by him. On January 3, 2017, Mr. Foss retired as officer, director and employee of the Company and entered into a shareholder agreement with the Company. Under the shareholder agreement, Mr. Foss has agreed, until the final adjournment of the tenth annual meeting of shareholders held by the Company after the date of the shareholder agreement, to cause all shares of the Company beneficially owned by him or any of his affiliates or associates to be voted in accordance with the recommendation of the Company’s Board of Directors with respect to election and removal of directors, certain routine matters and any other proposal to be submitted to the Company’s shareholders with respect to any extraordinary transaction providing for the acquisition of all of the Company’s outstanding common stock. Based on the Foss Schedule 13G, Mr. Foss's address is 29777 Telegraph Road, Suite 2611, Southfield, MI 48034.
- (j) Based on a Schedule 13G, as amended (most recently by an amendment filed with the SEC on February 16, 2021), of Ruane, Cunniff & Goldfarb L.P. (the “Ruane 13G”). The Ruane 13G reports that Ruane, Cunniff & Goldfarb L.P., has sole power to vote or direct the vote and to dispose or direct the disposition of 1,602,519 shares. Based on the Ruane 13G, the address of Ruane, Cunniff & Goldfarb L.P. is 9 West 57th Street, Suite 5000, New York, NY 10019.
- (k) Based on a Schedule 13G filed with the SEC on February 16, 2021 by Principal Global Investors, LLC (the “Principal 13G”). The Principal 13G reports that Principal Global Investors, LLC., has shared power to vote or direct the vote and to dispose or direct the disposition of 1,042,988 shares. Based on the Principal 13G, the address of Principal Global Investors, LLC is 801 Grand Avenue, Des Moines, IA 50392.
- (l) Based on a Schedule 13G filed with the SEC on February 4, 2021 by Wellington Management Group LLP, Wellington Group Holdings LLP and Wellington Investment Advisors Holdings LLP (the “Wellington 13G”). The Wellington 13G reports that each of the reporting persons has shared power to vote or direct the vote of 782,886 shares and shared power to dispose or direct the disposition of 896,409 shares. Based on the Wellington 13G, the address of each of the reporting persons is c/o Wellington Management Company LLP, 280 Congress Street, Boston, MA 02210.
- (m) Based on a Schedule 13G, as amended (most recently by an amendment filed with the SEC on February 10, 2021), of The Vanguard Group (the “Vanguard 13G”). The Vanguard 13G reports that The Vanguard Group beneficially owns the following shares:

Sole Dispositive Power	Shared Dispositive Power	Total
871,348	15,580	886,928 (i)

- (i) The Vanguard 13G reports that The Vanguard Group has shared power to vote or direct the vote of 6,941 shares.

Based on the Vanguard 13G, the address of The Vanguard Group is 100 Vanguard Blvd., Malvern, PA 19355.

PROPOSAL #1 - ELECTION OF DIRECTORS

Description of Nominees

Five directors, constituting the entire Board, are to be elected at the Annual Meeting. Each director holds office until the next annual meeting of shareholders and until his or her successor has been elected and qualified. The nominees named below have been selected by the Board. If, due to circumstances not now foreseen, any of the nominees named below will not be available for election, the proxies will be voted for such other person or persons as the Board may select. Each of the nominees is currently a director of Credit Acceptance.

The following sets forth information as to each nominee for election at the Annual Meeting, including their age, present principal occupation, other business experience during the last five years, directorships in other publicly-held companies, membership on committees of the Board and period of service as a director of Credit Acceptance. The Board recommends a vote FOR each of the nominees for election. **Executed proxies will be voted FOR the election of director nominees unless shareholders specify otherwise in their proxies.**

Kenneth S. Booth; age 53; Chief Executive Officer and President

Mr. Booth joined Credit Acceptance in January 2004 as Director of Internal Audit. He served as Chief Accounting Officer from May 2004 to May 2021 and as Chief Financial Officer from December 2004 to May 2021 and was named Chief Executive Officer and President in May 2021. From August 1991 until joining us, Mr. Booth worked in public accounting, most recently as a senior manager at PricewaterhouseCoopers LLP. Mr. Booth became a director of Credit Acceptance in May 2021.

Glenda J. Flanagan; age 67; Executive Vice President and Senior Advisor, Whole Foods Market, Inc.

Ms. Flanagan is an Executive Vice President and Senior Advisor of Whole Foods Market, Inc., the largest natural and organic foods supermarket retailer in the United States. Ms. Flanagan joined Whole Foods Market in 1988 as Chief Financial Officer, prior to which she held positions in public accounting, retail and business consulting. She transitioned from Chief Financial Officer to Senior Advisor in May 2017. Ms. Flanagan became a director of Credit Acceptance in March 2004. She is also a director of Vital Farms, Inc. Ms. Flanagan is a member of the Company's Executive Compensation Committee, Audit Committee and Nominating Committee.

Vinayak R. Hegde; age 51; Chief Marketplace Officer, Wheels Up Partners Holdings LLC

Mr. Hegde has served as Chief Marketplace Officer of Wheels Up Partners Holdings LLC, a provider of on-demand private aviation, since May 2021. He served as President and Chief Operating Officer at Blink Health LLC, a digital health company that uses its technology platform to make prescriptions affordable and conveniently accessible for patients, from July 2020 to March 2021. From September 2018 to July 2020, Mr. Hegde served as the vice president of global growth and performance marketing and traffic and chief marketing officer Airbnb Homes, at Airbnb, which operates an online marketplace and hospitality service for leasing or renting short-term lodging. From October 2014 to September 2018, Mr. Hegde served as the senior vice president and global chief marketing officer at Groupon, Inc., a company that operates online local commerce marketplaces that connect merchants to consumers by offering discounted goods and services in Europe, North America and Africa. Prior to Groupon, he spent over 12 years at Amazon.com, Inc., where he served as General Manager for Amazon Smile, Amazon Goldbox, the CRM program and all social media channels and led product and engineering for Amazon's traffic and marketing organization. Mr. Hegde became a director of Credit Acceptance in May 2021. He is also a director of LifeVantage Corporation and Gannett Co., Inc. Mr. Hegde is a member of the Company's Executive Compensation Committee and Nominating Committee.

Thomas N. Tryforos; age 61; Private Investor

Mr. Tryforos is a private investor. Between May 1991 and September 2004, Mr. Tryforos was employed as a General Partner at Prescott Investors, Inc., a private investment firm based in Connecticut. Mr. Tryforos became a director of Credit Acceptance in July 1999 and was named Lead Director in January 2017. He is also a director of Copart, Inc. Mr. Tryforos is a member of the Company's Executive Compensation Committee, Audit Committee and Nominating Committee.

Scott J. Vassalluzzo; age 49; Managing Member, Prescott General Partners LLC

Mr. Vassalluzzo is a Managing Member of Prescott General Partners LLC, an investment advisory firm. Mr. Vassalluzzo joined Prescott in 1998 as an equity analyst and became a General Partner in 2000. Prior to 1998, Mr. Vassalluzzo worked in public accounting at Coopers & Lybrand (now PricewaterhouseCoopers LLP) and received a certified public accountant certification. Mr. Vassalluzzo became a director of Credit Acceptance in March 2007. He is also a director of World Acceptance Corporation and Cimpress N.V. Mr. Vassalluzzo is a member of the Company's Executive Compensation Committee, Audit Committee and Nominating Committee.

Other Executive Officers

Charles A. Pearce; age 56; Chief Legal Officer and Corporate Secretary

Mr. Pearce joined Credit Acceptance in January 1996 as General Counsel. He was named Vice President – General Counsel in January 1997; Vice President – General Counsel and Corporate Secretary in June 1999 and to his present position in December 2004.

Arthur L. Smith; age 48; Chief Analytics Officer

Mr. Smith joined Credit Acceptance as a Credit Analyst in the Dealer Service Center in April 1997. He was promoted to Manager of Dealer Risk in 1998, Director in 2005, Vice President in 2007 and Senior Vice President in 2008. Mr. Smith assumed the role of Chief Analytics Officer in August 2013.

Daniel A. Ulatowski; age 49; Chief Sales Officer

Mr. Ulatowski joined Credit Acceptance as a Credit Analyst in the Dealer Service Center in April 1996. He supervised teams in the Dealer Service Center and Collections before becoming Manager – Dealer Service Center from 2001 to 2003. He served as the Regional Area Manager of Sales from 2003 to January 2006, when he became the Director of Sales Training and then Sales Operations. In January 2007, Mr. Ulatowski was promoted to Vice President, Sales. He was promoted to Senior Vice President, Sales & Marketing, in February 2008 and to his present position in January 2014.

Douglas W. Busk; age 60; Chief Treasury Officer

Mr. Busk joined Credit Acceptance in November 1996 as Vice President and Treasurer. He was named Chief Financial Officer in January 2000. Mr. Busk served as Chief Financial Officer and Treasurer until August 2001, when he was named President of our Capital Services unit. He resumed his duties as Chief Financial Officer and Treasurer in December 2001. Mr. Busk was named Senior Vice President and Treasurer in May 2004 before becoming Chief Treasury Officer in July 2020.

Noah Kotch; age 50; Chief Information Officer

Mr. Kotch joined Credit Acceptance in September 2011 as Director of Data Warehouse. He accepted the position of Vice President of Business Information Services in September 2012. He served in this role until being promoted to Senior Vice President of Business Information Services in January 2016. In July 2017, Mr. Kotch became Senior Vice President of Product Management, and he assumed the role of Chief Information Officer in May 2019.

Jonathan Lum; age 44; Chief Operating Officer

Mr. Lum joined the Company in 2002 and has served in a number of roles, starting in the finance department and moving up to Accounting Manager before being promoted to Director – Projects and Support in 2007 and Director – Policy Compliance in 2008. Mr. Lum was promoted to Vice President – Internal Audit and Compliance in 2009. In 2011, Mr. Lum became Senior Vice President – Dealer Service Center, and he assumed the role of Chief Operating Officer in May 2019.

Leadership Structure of the Board

The Board is responsible for evaluating and determining our optimal leadership structure so as to provide independent oversight of management. The Board has the authority to combine or separate the positions of Chairman of the Board and Chief Executive Officer. Starting in January 1, 2002, the offices of Chairman of the Board and Chief Executive Officer were held by different individuals. Until his retirement from Credit Acceptance on January 3, 2017, our founder, Donald A. Foss, served as Chairman of the Board due to his extensive knowledge relating to our line of business and experience with us. Upon Mr. Foss's retirement, the Board decided not to fill the office of Chairman of the Board. Instead, the Board designated Mr. Tryforos, our longest serving independent director, as Lead Director with the primary purposes of acting as the liaison between the Chief Executive Officer and the Board of Directors and chairing all regular and special meetings of the Board of Directors. Mr. Booth, our Chief Executive Officer and President, serves as a director due to his in-depth knowledge of the Company and his ability to provide strategic guidance to our business operations. The independent directors on the Board regularly meet separately. The Board periodically reviews our leadership structure to determine if it is still appropriate in light of current corporate governance standards, market practices, our specific circumstances and needs, and any other relevant factors. The Board believes that the current Board leadership structure is the most appropriate for us and our shareholders at this time.

Risk Oversight of the Board

It is management's responsibility to manage risk and bring to the Board's attention our most material risks. The Board has oversight responsibility of the processes established to report and monitor systems for material risks applicable to us. The Audit Committee regularly reviews our significant risks and exposures and assesses the steps management has taken to minimize such risks.

Meetings and Committees of the Board of Directors

The Board held six meetings during 2020. Each of the directors who served during 2020 attended all meetings of the Board and committees of the Board on which he or she served during 2020. All directors who were serving at the time of the 2020 Annual Meeting participated in the 2020 Annual Meeting, which was conducted via teleconference.

Standing committees of the Board include the Executive Compensation Committee, the Audit Committee, established in accordance with section 3(a)(58)(A) of the Securities Exchange Act of 1934 (the "Exchange Act"), and the Nominating Committee. Messrs. Hegde, Tryforos and Vassalluzzo and Ms. Flanagan are the members of the Executive Compensation Committee and the Nominating Committee. Messrs. Tryforos and Vassalluzzo and Ms. Flanagan are the members of the Audit Committee. The members of each of the committees during 2020 were Messrs. Tryforos and Vassalluzzo and Ms. Flanagan. Messrs. Hegde, Tryforos and Vassalluzzo and Ms. Flanagan were determined to be "independent directors" as defined in Rule 5605(a)(2) of The Nasdaq Stock Market LLC ("Nasdaq").

The Board has adopted charters for each of the three standing committees. The charters are available on our website at ir.creditacceptance.com through the "Corporate Governance" link.

The Executive Compensation Committee held seven meetings in 2020. The Executive Compensation Committee's principal responsibilities include: (a) reviewing and approving on an annual basis the compensation of all our executive officers; (b) making recommendations to the Board regarding compensation of non-employee directors; and (c) reviewing and administering all benefit plans pursuant to which our securities (including restricted share grants and restricted stock unit awards) are granted to our executive officers or directors. The Board has determined that each member of the Executive Compensation Committee satisfies the requirements for compensation committee members contained in Nasdaq Rule 5605(d)(2)(A).

The Nominating Committee held three meetings in 2020. The Nominating Committee's principal responsibilities include: (a) establishing criteria for the selection of new Board members and conducting searches and interviews for individuals qualified to become Board members; (b) making recommendations to the Board regarding director nominees for the next annual meeting of shareholders from the pool of identified qualified individuals; and (c) recommending to the Board which directors should serve on the various committees of the Board. The Nominating Committee may use various methods to identify director candidates, including recommendations from existing Board members, management, shareholders, search firms and other outside sources. The Nominating Committee does not have a formal policy of considering diversity in identifying potential director nominees, but believes that diversity, in skills, experience, perspective and background, is an important contributing factor to an effective decision-making process. Director candidates need not possess any specific minimum qualifications, rather, a candidate's suitability for nomination and election to the Board will be evaluated in light of the diversity of skills, experience, perspective and background required for the effective functioning of the Board, as well as our strategy and regulatory and market environments. All nominees are currently directors of Credit Acceptance. When considering whether the nominees have the experience, attributes and skills to serve as a director, the Board focused primarily on the biographical information set forth above. With respect to Mr. Booth, the Board considered his in-depth knowledge of the Company and his ability to provide strategic guidance to our business operations. With respect to Ms. Flanagan, the Board considered her experience on our Board and her significant management experience, expertise and background with regard to accounting and financial matters. With respect to Mr. Hegde, the Board considered his significant digital and operational experience in leadership positions at multiple large corporations, including his experience as chief operating officer and chief marketing officer at innovative and fast-growing companies. With respect to Mr. Tryforos, the Board considered his experience on our Board and his background with regard to investing and financial matters. With respect to Mr. Vassaluzzo, the Board considered his experience on our Board and his expertise and background with regard to investing and financial matters. The Nominating Committee will consider candidates recommended by shareholders using the same procedures and standards utilized for evaluating candidates recommended by other sources. See "Shareholder Proposals and Nominees for 2022 Annual Meeting" for a description of the procedures for shareholders to submit recommendations of candidates for director.

The Audit Committee held nine meetings in 2020. The Audit Committee's principal responsibilities include: (a) overseeing the integrity of our financial statements and financial reporting process, and our systems of internal accounting and financial controls; (b) overseeing the annual independent audit of our financial statements, the engagement of the independent auditors and the evaluation of the independent auditors' qualifications, independence and performance; (c) overseeing our disclosure controls and procedures; (d) overseeing whistleblower procedures (e) approving in advance all audit services and to ensure that a written statement is received from the external auditors setting forth all relationships with us; (f) reviewing and approving any related party transactions; (g) periodically meeting with the Chief Legal Officer and Corporate Secretary and the appropriate legal staff to review our material legal affairs; and (h) acting as the Qualified Legal Compliance Committee. The Board has determined that each of the members of the Audit Committee is "independent", as independence is defined in the applicable Nasdaq and SEC rules for audit committee members. The Board has also determined that Mr. Tryforos, Mr. Vassaluzzo and Ms. Flanagan are "audit committee financial experts" as defined by applicable SEC rules and that each of the Audit Committee members satisfies all other qualifications for audit committee members set forth in the applicable Nasdaq and SEC rules.

Report of the Audit Committee

In accordance with its written charter, the Audit Committee provides assistance to the Board in fulfilling its responsibility to the shareholders, potential shareholders and investment community relating to oversight of the independent auditors, corporate accounting, reporting practices and the quality and integrity of our financial reports.

In discharging its oversight responsibility as to the audit process, the Audit Committee received from the independent auditors and reviewed a formal written statement describing all relationships between the auditors and us that might reasonably be thought to bear on the auditors' independence consistent with the applicable requirements of the Public Company Accounting Oversight Board regarding the independent auditors' communications with the audit committee concerning independence, and discussed with the auditors any relationships that may reasonably be thought to impact their objectivity and independence and satisfied itself as to the auditors' independence.

The Audit Committee discussed with the independent auditors the matters required to be discussed by the applicable requirements of the Public Company Accounting Oversight Board and the SEC.

The Audit Committee reviewed and discussed with management and the independent auditors our audited financial statements as of and for the fiscal year ended December 31, 2020 and the independent auditors' evaluation of our internal control over financial reporting.

Based on the above-mentioned reviews and discussions with management and the independent auditors, the Audit Committee recommended to the Board that our audited financial statements be included in our Annual Report on Form 10-K for the year ended December 31, 2020 for filing with the SEC. The Audit Committee also reappointed Grant Thornton as the independent auditors for the fiscal year ending December 31, 2021.

AUDIT COMMITTEE:

Glenda J. Flanagan
Thomas N. Tryforos (Chair)
Scott J. Vassalluzzo

Shareholder Communications with the Board

Shareholders desiring to leave an anonymous or confidential message for the Board or any individual director may call (855) 900-0046. Additionally, shareholders may e-mail the Board by going to our website at ir.creditacceptance.com/board-of-directors-inquiries. Telephone calls will be recorded and summarized by the third party provider which monitors the hotline service. A summary of the calls received will be sent to the Chief Legal Officer and Corporate Secretary, the Senior Vice President – Internal Audit, the Chairman of the Audit Committee, and any directors to whom the communications were addressed. Communications submitted to the Board through our website will be sent to the Chief Legal Officer and Corporate Secretary, the Senior Vice President – Internal Audit, the Chairman of the Audit Committee, and any directors to whom the communication was addressed.

Codes of Conduct

We have adopted codes of conduct that apply to our directors, executive officers and other employees. The codes of conduct are available on our website at ir.creditacceptance.com through the “Corporate Governance” link. We intend to disclose on our website any amendment to any provision of the codes of conduct that relates to any element of the definition of “code of ethics” enumerated in Item 406(b) of Regulation S-K under the Exchange Act and any waiver from any such provision granted to our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions.

Hedging

The Company does not have any practices or policies regarding the ability of employees (including officers) or directors of the Company, or any of their designees, to purchase financial instruments (including prepaid variable forward contracts, equity swaps, collars, and exchange funds), or otherwise engage in transactions, that hedge or offset, or are designed to hedge or offset, any decrease in the market value of the Common Stock.

CORPORATE RESPONSIBILITY

Both management and the Board are committed to understanding and addressing the opportunities and risks associated with environmental, social and governance (“ESG”) issues that affect our business and may do so in the coming years. ESG matters that we are assessing and monitoring include the following:

Climate Change/Vehicle Electrification

Car manufacturers across the world are investing more resources towards the development and sale of electric vehicles (“EVs”). Several car manufacturers have committed to converting all powertrains from diesel- and gasoline-powered to EV or hybrid in the next 15 years. As EVs become more prevalent in the market, and as EV technology improves, especially with regard to battery life, we expect the costs of EVs to decrease. With more EV inventory and lower price points, we expect to see more of these vehicles become available for purchase and financing by consumers. We expect that the need for our programs will continue, but we also understand that this new technology may raise other issues, including the need for remote power stations and vehicle service and maintenance requirements that differ from those of cars with internal combustion engines. We are committed to understanding how these and other issues might impact consumers and the potential role of our programs in facilitating consumer access to cars powered by clean energy.

Diversity and Inclusion

Diversity and inclusion is a priority for us. We strive to create a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses that may interfere with work performance. All team members complete non-discrimination and anti-harassment training, promoting a safe and inclusive work environment.

Credit Acceptance is highly diverse, as more than half of our team members are women, and more than half belong to a minority ethnic group. Our team members also reflect diversity of nationality, faith, age and sexual orientation. In addition, 40% of our directors are diverse, as Ms. Flanagan self-identifies as female, and Mr. Hegde self-identifies as Asian. We believe that our workplace is naturally diverse and inclusive due to our practices of maintaining open and transparent communication and fostering a climate in which all team members are welcome to speak up and contribute. In 2020, we formed the Diversity and Inclusion Committee, chaired by a senior manager, tasked with generating concrete actions that we can take together to help our communities heal and make our culture and the Company stronger.

Company Culture

We place great importance on listening to our team members, as we believe that “the people doing the work know the most about it.” We encourage participation in periodic anonymous surveys to gain honest feedback about our workplace from our team members, and we use this feedback to generate ideas for improvement. Our culture attracts talented people and enables them to perform to their potential. We have been honored to receive several workplace awards in recent years.

Financial Literacy

Financial literacy is becoming a priority for our society. There is a need to help consumers and our team members understand what they can do to improve their financial well-being. Accordingly, we have partnered with a national leader in the development and delivery of consumer financial education to help us implement a series of financial literacy courses on our website. We look forward to making this information available in 2021 and will continue to look for more opportunities to promote financial literacy in the future.

Data Protection

The security of the personal financial data of our consumers and the personal information of our team members is a priority for the Company. We have an Information Security Committee (“ISC”) consisting of senior leadership and members of the Company’s Legal and Information Technology departments. The ISC is chaired by a Chief Information Security Officer. The ISC meets to review any security incidents, initiatives, industry trends, and policies and shares this information with the Board at least twice a year.

We have an Information Security Team dedicated to protecting against both internal and external threats. In addition, we engage a third-party company for an additional layer of continuous monitoring. We also engage third parties to perform vulnerability and penetration tests of our controls and processes. This testing occurs twice per year.

All team members and contractors must complete security and compliance training annually. We also perform quarterly phishing awareness exercises and deliver frequent security awareness communications to all team members and contractors, all to reinforce the importance of information security compliance.

COMPENSATION OF EXECUTIVE OFFICERS AND DIRECTORS

COMPENSATION DISCUSSION AND ANALYSIS

Compensation of Executive Officers

This Compensation Discussion and Analysis describes the elements of compensation for the following individuals, collectively referred to as our “named executive officers,” who served as officers of the Company in the roles indicated throughout 2020:

- Brett A. Roberts, Chief Executive Officer and President;
- Kenneth S. Booth, Chief Financial Officer;
- Charles A. Pearce, Chief Legal Officer and Corporate Secretary;
- Arthur L. Smith, Chief Analytics Officer; and
- Daniel A. Ulatowski, Chief Sales Officer.

Mr. Roberts retired from the Company effective May 3, 2021, at which time Mr. Booth became Chief Executive Officer and President and ceased to serve as Chief Financial Officer.

General Philosophy

Our executive compensation programs are designed to achieve the following objectives:

- attract and retain individuals that will drive business success; and
- provide appropriate incentives that reward outstanding financial performance and align the interests of executives and shareholders.

We accomplish these objectives through compensation programs that:

- contain a significant component tied to Company performance;
- provide competitive overall compensation if performance objectives are achieved; and
- encourage participants to act as owners.

Overall Process

The Executive Compensation Committee (the “Compensation Committee”) oversees and approves our overall compensation strategy and determines all aspects of compensation for our Chief Executive Officer. The Compensation Committee also determines compensation for other named executive officers after considering recommendations supplied by our Chief Executive Officer.

The Compensation Committee periodically reviews all aspects of executive compensation and determines if existing plans are effective in meeting the objectives described above. Such reviews are typically conducted at the first meeting of each fiscal year. From time to time, the Compensation Committee may make modifications to existing plans or adopt new plans. The Compensation Committee considered its compensation policies and practices for all team members and concluded that any risks arising from such policies and practices are not reasonably likely to have a material adverse effect on the Company. The Compensation Committee does not use compensation consultants or peer groups.

Compensation – Mr. Roberts, Chief Executive Officer and President During 2020

Compensation for Mr. Roberts, our Chief Executive Officer during 2020, included a base salary and equity-based incentive compensation provided pursuant to the Company's Amended and Restated Incentive Compensation Plan (as amended March 26, 2012, the “Incentive Plan”).

Base salaries at all levels in the organization are designed to provide a level of basic compensation and allow us to recruit and retain qualified team members. Mr. Roberts’ base salary was determined by the Compensation Committee after considering the following:

- the performance of Credit Acceptance over Mr. Roberts’ tenure as Chief Executive Officer;
- an assessment of Mr. Roberts’ individual performance;
- market data;
- internal benchmarks; and
- other components of Mr. Roberts’ total compensation plan.

In January 2021, the Compensation Committee determined Mr. Roberts’ annual base salary of \$1,025,000 for 2020 would remain unchanged for 2021, based on the determination that his overall compensation plan did not require adjustment.

The principal component of Mr. Roberts' incentive compensation was comprised of performance-based restricted stock unit ("RSU") and restricted share awards that vest over a 15 year period based upon the achievement of growth targets in economic profit, a non-GAAP financial measure. Economic profit measures how efficiently we utilize our total capital, both debt and equity. Management uses economic profit to assess our performance as well as to make capital allocation decisions. Management believes this measure is important to shareholders because it allows shareholders to compare the returns we earn by investing capital in our core business with the return they could expect if we returned capital to shareholders and they invested in other securities. Economic profit is defined, for the purposes of the RSU and restricted share vesting calculation, as net income (adjusted for non-recurring items and certain non-GAAP adjustments) less a cost of capital. The cost of capital includes a cost of debt and a cost of equity. The cost of equity is determined based on a formula that considers the risk of the business (assessed at 5% + the average 30-year treasury rate) and the risk associated with our use of debt. The actual formula utilized for determining the cost of equity is as follows: $(\text{the average 30-year treasury rate} + 5\%) + [(1 - \text{tax rate}) \times (\text{the average 30-year treasury rate} + 5\% - \text{the pre-tax average cost of debt rate}) \times \text{average debt} / (\text{average equity} + \text{average debt} \times \text{tax rate})]$. No RSUs or restricted shares were granted to Mr. Roberts in 2020.

On March 26, 2012, the Compensation Committee approved an award of 310,000 RSUs and 190,000 restricted shares to Mr. Roberts. Each RSU represented and had a value equal to one share of Common Stock. The 310,000 RSUs were eligible to vest over a ten year period starting in 2012 based upon the cumulative dollar amount of improvement in annual economic profit as compared to the annual economic profit for 2011. The RSUs were eligible to vest beginning in 2012 based on the following formula: cumulative improvement in economic profit divided by \$200 million multiplied by 310,000. The cumulative number of RSUs that could be vested as of the end of any year could not exceed 31,000 (or 10% of the total) multiplied by the number of full calendar years that had elapsed since January 1, 2012.

In 2020, under the formula described above, all of the 31,000 RSUs eligible to vest were approved for vesting by the Compensation Committee in January 2021. As of Mr. Roberts' retirement on May 3, 2021, 279,000 of the 310,000 RSUs awarded to Mr. Roberts on March 26, 2012 had vested. Mr. Roberts forfeited the 31,000 unvested RSUs upon his retirement on May 3, 2021. Vested RSUs from the March 26, 2012 award are subject to a post-vesting holding period that will lapse in equal installments on December 31, 2022, 2023, 2024, 2025 and 2026, at which time vested RSUs will be converted to shares of Common Stock.

The 2012 grant of 190,000 restricted shares was comprised of 90,000 restricted shares that were to vest over a ten year period starting in 2012 and 100,000 restricted shares that were to vest over a five year period beginning in 2022.

The 90,000 restricted shares were eligible to vest beginning in 2012 based on the following formula: cumulative improvement in economic profit divided by \$200 million multiplied by 90,000. The cumulative number of restricted shares that could be vested as of the end of any year could not exceed 9,000 (or 10% of the total) multiplied by the number of full calendar years that had elapsed since January 1, 2012. Upon his retirement on May 3, 2021, Mr. Roberts forfeited the 9,000 restricted shares that would have been eligible to vest for the last year of the ten year period under this formula. Any of the 90,000 restricted shares that vested were subject to sale restrictions that would prevent the shares from being sold until such restrictions lapsed.

The 100,000 restricted shares, which Mr. Roberts forfeited upon his retirement on May 3, 2021, were eligible to vest in equal installments if economic profit exceeded \$343,143,000 in 2022, 2023, 2024, 2025 and 2026. Any of the 100,000 restricted shares that vested would have been distributed at the time of vesting.

In 2020, under the formula described above, all of the 9,000 restricted shares eligible to vest were approved for vesting by the Compensation Committee in January 2021. As of Mr. Roberts' retirement on May 3, 2021, 81,000 of the 190,000 restricted shares awarded to Mr. Roberts had vested. The sales restrictions of the vested restricted shares were generally to have lapsed in equal installments on December 31, 2022, 2023, 2024, 2025 and 2026; provided, however, that the sales restrictions would proportionally lapse on an earlier date in the event that the Company repurchased shares or paid a cash dividend based on the aggregate number of shares repurchased divided by the number of Company shares outstanding and/or the aggregate amount of cash paid as a dividend, divided by the fair market value of the Company, as applicable. As of Mr. Roberts' retirement on May 3, 2021, the sales restrictions on all of the 81,000 vested restricted shares had lapsed.

The Compensation Committee believes that the RSUs and restricted shares granted to Mr. Roberts appropriately aligned his compensation with the interests of shareholders as a result of the following:

- the financial rewards would be received only if long-term economic profit increased over time;
- the amount of compensation received would be proportionate to the amount of shareholder wealth created as measured by the share price; and
- the RSU and restricted share awards were long-term in nature, which would incentivize Mr. Roberts to take actions that would benefit shareholders longer-term.

Compensation – Other Named Executive Officers

Base Salaries. Base salaries at all levels in the organization are designed to provide a level of basic compensation and allow us to recruit and retain qualified team members. Base salaries are determined by the Compensation Committee after reviewing recommendations supplied by our Chief Executive Officer. The recommendations were based on the following factors:

- the performance of Credit Acceptance;
- an assessment of the named executive officer’s individual performance;
- market data;
- internal benchmarks;
- other non-equity and equity compensation components of the named executive officer’s total compensation plan; and
- roles and responsibilities for each named executive officer.

In December 2020, the Compensation Committee determined 2021 base salaries for our named executive officers other than our Chief Executive Officer. Based on the criteria stated above, the Compensation Committee approved the following base salary changes:

<u>Name</u>	<u>2021</u>	<u>2020</u>	<u>Increase</u>
Kenneth S. Booth (1)	\$ 700,000	\$ 573,682	22.0 %
Charles A. Pearce	700,000	573,682	22.0 %
Arthur L. Smith	700,000	573,682	22.0 %
Daniel A. Ulatowski	700,000	573,682	22.0 %

- (1) On April 28, 2021, in connection with Mr. Booth’s election and appointment as our Chief Executive Officer and President, effective May 3, 2021, the Compensation Committee approved an increase in Mr. Booth’s annual base salary to \$1,000,000.

The increases to base salaries approved in December 2020 were based primarily on the following factors:

- a change to the incentive compensation program of each named executive officer for 2021 through 2024, which eliminated annual cash awards in favor of longer-term equity awards;
- each named executive officer’s individual performance attainments for the year; and
- Company results for 2020.

2020 Incentive Compensation – Messrs. Booth, Pearce, Smith, and Ulatowski. The 2017 through 2020 incentive compensation program for Messrs. Booth, Pearce, Smith, and Ulatowski attempted to balance annual and long-term Company performance and was composed of RSU awards originally granted in 2017 with a performance cycle ending in 2020 and annual cash awards.

RSU Awards – On January 30, 2017, the Compensation Committee approved awards of 7,300 RSUs each to Messrs. Booth, Pearce, Smith, and Ulatowski. The RSUs vested over a four year performance period starting in 2017, based upon the compound annual growth rate of Adjusted EPS over the performance period. Vesting for each year of the performance period was determined as follows:

Year 1

- If the compound annual growth rate of Adjusted EPS is at least 5%, one-quarter (25.0%) of the RSUs shall vest.
- If the compound annual growth rate of Adjusted EPS is less than 5%, no RSUs shall vest.

Year 2

- If the compound annual growth rate of Adjusted EPS is at least 5%, one-quarter (25.0%) of the RSUs shall vest. In addition, any RSUs that were eligible to vest in Year 1, but did not vest in Year 1, shall vest.
- If the compound annual growth rate of Adjusted EPS is less than 5%, no RSUs shall vest.

Year 3

- If the compound annual growth rate of Adjusted EPS is at least 5%, one-quarter (25.0%) of the RSUs shall vest. In addition, any RSUs that were eligible to vest in Year 1 and Year 2, but did not vest in Year 1 or Year 2, shall vest.
- If the compound annual growth rate of Adjusted EPS is less than 5%, no RSUs shall vest.

Year 4

- If the compound annual growth rate of Adjusted EPS is at least 5%, one-quarter (25.0%) of the RSUs shall vest. In addition, any RSUs that were eligible to vest in Year 1, Year 2, and Year 3 but did not vest in Year 1, Year 2, or Year 3 shall vest.
- If the compound annual growth rate of Adjusted EPS is less than 5%, no RSUs shall vest.

In 2020, under the formula described above, the compounded annual growth rate of Adjusted EPS was greater than 5%, so 100% of the 1,825 RSUs eligible to vest for each of Messrs. Booth, Pearce, Smith, and Ulatowski were vested, respectively, upon the approval of the Compensation Committee in January 2021. As of the Record Date, all of the 7,300 RSUs awarded in January 2017 to each of Messrs. Booth, Pearce, Smith, and Ulatowski have vested. The vested RSUs are subject to a post-vesting holding period that will lapse on January 30, 2023, at which time vested RSUs will be converted to shares of Common Stock. No new grants of RSUs were made to the named executive officers in 2020.

Annual Cash Awards – Messrs. Booth, Pearce, Smith, and Ulatowski were also eligible to earn an annual cash award based on Company performance. Company performance was measured based on the annual increase in economic profit. If annual economic profit increased from the prior year, Messrs. Booth, Pearce, Smith, and Ulatowski would receive a cash award that would be calculated using the following formula: recipient's base salary multiplied by the dollar increase in annual economic profit divided by \$25 million multiplied by 90%. If annual economic profit did not increase from the prior year, Messrs. Booth, Pearce, Smith, and Ulatowski would not receive a cash award. If 2020 annual economic profit had increased by \$25 million, our internal target for this purpose, each of Messrs. Booth, Pearce, Smith, and Ulatowski would have received a cash award equal to \$516,314. Based on the dollar increase in annual economic profit for 2020, Messrs. Booth, Pearce, Smith, and Ulatowski each earned a cash award of \$1,306,758, which was paid in February 2021.

Our reported 2018 annual economic profit included an increase related to the enactment of the Tax Cuts and Jobs Act ("2017 Tax Act") in December 2017, which decreased our estimated long-term effective income tax rate. For purposes of calculating annual cash awards, annual economic profit for 2018 through 2020 included adjustments to defer the impact of the 2017 Tax Act on 2018 economic profit and recognize it ratably over the remaining performance period of the 2017 RSU awards.

2021 Incentive Compensation – Messrs. Booth, Pearce, Smith, and Ulatowski. The 2021 through 2024 incentive compensation program for Messrs. Booth, Pearce, Smith, and Ulatowski attempts to balance short-term and long-term Company performance and is comprised of stock option awards.

Stock Option Awards – On December 30, 2020, the Compensation Committee approved awards of 50,000 stock options each to Messrs. Booth, Pearce, Smith, and Ulatowski, which are subject to shareholder approval of the amendment and restatement of the Incentive Plan (the “Amended Incentive Plan”) (see “Proposal #2 – Approval of the Credit Acceptance Corporation Amended and Restated Incentive Compensation Plan”). The exercise price of the options is \$333.94, which is equal to the closing market price per share of Common Stock on the day prior to the date of the grant. Based on the terms of individual stock option grant agreements, the stock options:

- vest and become exercisable in four equal annual installments beginning on December 30, 2021, which is the first anniversary of the date on which the options were granted by the Board (subject to shareholder approval), based on continuous employment and
- expire six years from the date of the grant.

The Compensation Committee believes that the incentive compensation programs for Messrs. Booth, Pearce, Smith, and Ulatowski appropriately align their compensation with the interests of shareholders because:

- annual cash awards were received only if economic profit increased;
- the increase in reported 2018 economic profit related to the enactment of the 2017 Tax Act impacted annual cash awards over a longer term;
- RSU awards vested only if long-term Adjusted EPS increased over time;
- the amount of compensation received from RSU awards will be proportionate to the amount of shareholder wealth created, as measured by the share price upon the lapse of the post-vesting holding period on January 30, 2023;
- the amount of compensation received from stock option awards will be proportionate to the amount of shareholder wealth created, as measured by the appreciation in share price above the exercise price of \$333.94; and
- the RSU and stock option awards are long-term in nature, which will incentivize Messrs. Booth, Pearce, Smith, and Ulatowski to take actions that will benefit shareholders longer-term.

The allocation between cash and equity compensation, and between short- and long-term incentives, was determined based on the discretion of the Compensation Committee. The ultimate allocation will depend on our future performance and future changes in our share price. We believe it is likely that a substantial percentage of the amount realized will be from long-term, equity-based incentives, which is consistent with the philosophy of the Compensation Committee that executive compensation should be linked to long-term shareholder value. Since substantial portions of the amounts to be realized by Messrs. Booth, Pearce, Smith, and Ulatowski will be restricted until January 30, 2023, or will not be fully exercisable until December 30, 2024, the Compensation Committee believes this plan creates an incentive for Messrs. Booth, Pearce, Smith, and Ulatowski to take actions and make decisions that will benefit us over a long-term time period. Such incentives are believed to be appropriate given the nature of the duties and responsibilities assigned to these executive officers.

On April 28, 2021, in connection with Mr. Booth’s election and appointment as our Chief Executive Officer and President effective May 3, 2021, the Compensation Committee approved the grant to Mr. Booth of an award under the Amended Incentive Plan, subject to shareholder approval of the Amended Incentive Plan, of 110,000 stock options with an exercise price of \$390.39 that will expire ten years from the date of the grant and will vest and become exercisable in four equal annual installments from the date of the grant subject to continuous employment through the relevant vesting date.

Amendment and Restatement of the Incentive Plan

The Company has amended and restated the Incentive Plan subject to shareholder approval, as described in more detail in “Proposal #2 – Approval of Credit Acceptance Corporation Amended and Restated Incentive Compensation Plan.” The Amended Incentive Plan provides that awards will generally be subject to (i) a one-year minimum vesting requirement and (ii) double-trigger vesting of assumed or substituted awards upon a qualifying termination following a change in control.

Deductibility of Executive Compensation

Prior to the enactment of the 2017 Tax Act in December 2017, Section 162(m) of the Internal Revenue Code of 1986, as amended (the “Code”), restricted the deductibility of executive compensation paid to our Chief Executive Officer and any of the three other most highly compensated executive officers (excluding our Chief Financial Officer) at the end of any fiscal year to not more than \$1 million in annual compensation (including certain stock-based compensation). Certain performance-based compensation was exempt from this limitation if it complied with the various conditions described in Section 162(m).

Pursuant to the 2017 Tax Act, subject to certain transition rules, for taxable years beginning after December 31, 2017, the performance-based compensation exception to the deduction limitations under Section 162(m) has been repealed and the \$1 million deduction limit now applies to all of our Named Executive Officers, whether or not compensation is performance-based. The new rules do not apply to remuneration provided pursuant to a written binding contract in effect on November 2, 2017 that is not modified in any material respect after that date. In order to maintain the flexibility to provide compensation programs for our named executive officers that will best incentivize them to achieve our key business objectives and create sustainable long-term shareholder value, the Compensation Committee reserves the ability to pay competitive compensation by not requiring all compensation to be deductible.

Response to 2020 Say-on-Pay

Shareholder endorsement of the design and administration of our executive compensation programs was evidenced by a vote of approval of our named executive officers’ compensation at our 2020 annual meeting of shareholders in excess of 93% of the votes cast. As a result of this favorable vote regarding our named executive officers’ compensation, it was determined that no changes were necessary to address shareholder concerns regarding our executive compensation design and administration. In addition, at our 2017 annual meeting of shareholders, our shareholders voted to hold an advisory vote on named executive officer compensation every year. The Compensation Committee has accepted the shareholders’ recommendation and, therefore, shareholders will have another opportunity to consider and approve, in a non-binding advisory vote, the compensation of our named executive officers at the Annual Meeting. As in the past, the Compensation Committee will continue to review the results of future advisory say-on-pay votes and will consider shareholder concerns and take them into account in future determinations regarding the compensation of our named executive officers.

Compensation Committee Report

The Executive Compensation Committee has reviewed and discussed the Compensation Discussion and Analysis above with management and, based on such review and discussions, the Executive Compensation Committee recommended to the Board that the Compensation Discussion and Analysis be included in this Proxy Statement.

THE EXECUTIVE COMPENSATION COMMITTEE:

Glenda J. Flanagan
Vinayak R. Hegde
Thomas N. Tryforos
Scott J. Vassalluzzo (Chair)

SUMMARY COMPENSATION TABLE

The following table sets forth certain summary information for the year indicated concerning the compensation awarded to, earned by, or paid to our named executive officers.

Name and Principal Position	Year	Salary (\$)	Stock Awards (\$ (a))	Non-Equity Incentive Plan Compensation (\$ (b))	All Other Compensation (\$ (c))	Total (\$)
Brett A. Roberts	2020	\$ 1,025,000	\$ —	\$ —	\$ 14,250	\$ 1,039,250
<i>Former Chief Executive Officer and President (d)</i>	2019	1,025,000	—	—	14,000	1,039,000
	2018	1,025,000	—	—	11,100	1,036,100
Kenneth S. Booth	2020	\$ 572,126	\$ —	\$ 1,306,758	\$ 16,410	\$ 1,895,294
<i>Chief Executive Officer and President; Former Chief Financial Officer (d)</i>	2019	555,462	—	2,344,383	19,311	2,919,156
	2018	539,240	—	662,929	15,837	1,218,006
Charles A. Pearce	2020	\$ 572,126	\$ —	\$ 1,306,758	\$ 16,400	\$ 1,895,284
<i>Chief Legal Officer and Corporate Secretary</i>	2019	555,462	—	2,344,383	19,055	2,918,900
	2018	539,240	—	662,929	15,837	1,218,006
Arthur L. Smith	2020	\$ 572,126	\$ —	\$ 1,306,758	\$ 16,400	\$ 1,895,284
<i>Chief Analytics Officer</i>	2019	555,462	—	2,344,383	19,075	2,918,920
	2018	539,240	—	662,929	15,837	1,218,006
Daniel A. Ulatowski	2020	\$ 572,126	\$ —	\$ 1,306,758	\$ 16,400	\$ 1,895,284
<i>Chief Sales Officer</i>	2019	555,462	—	2,344,383	19,055	2,918,900
	2018	539,240	—	662,929	15,837	1,218,006

- (a) Reflects the grant date fair value of awards determined in accordance with Financial Accounting Standards Board and Accounting Standards Codification (“FASB ASC”) Topic 718. The table does not include the 50,000 stock options granted to each of Messrs. Booth, Pearce, Smith and Ulatowski on December 30, 2020 under the Amended Incentive Plan, subject to shareholder approval of the Amended Incentive Plan. The exercise price of the options is \$333.94, which is equal to the closing market price per share of Common Stock on the day prior to the date of the grant as approved by the Board. The option awards are not considered granted for accounting purposes until the shareholder approval is received. If shareholder approval is received on the proposal, we will measure the grant date fair value of the December 30, 2020 stock options in accordance with FASB ASC Topic 718 on the shareholder approval date.
- (b) The amounts reported in this column were determined and approved by the Compensation Committee during January 2021, 2020, and 2019 for the years ended December 31, 2020, 2019, and 2018, respectively, and paid out shortly thereafter.
- (c) The amounts reported in this column consist of \$14,250, \$14,000 and \$11,100 in company matching contribution under the 401(k) Profit Sharing Plan for each of the named executive officers for 2020, 2019 and 2018, respectively, and payments under the Credit Acceptance Corporation Profit Sharing Variable Compensation Program, available to all team members except the Chief Executive Officer. This program is designed to reward team members for increased Company profitability by way of a quarterly payment. Additionally, the amounts in this column include employee reimbursements during the year for the payment of taxes on service or other awards.
- (d) Mr. Roberts retired from the Company effective May 3, 2021, at which time Mr. Booth became Chief Executive Officer and President and ceased to serve as Chief Financial Officer. Mr. Booth was, as Chief Financial Officer, and continues to be the Company’s principal financial officer.

2020 GRANTS OF PLAN-BASED AWARDS

The following table sets forth information concerning each grant of an award made to our named executive officers in 2020.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards (a)	Estimated Future Payouts Under Equity Incentive Plan Awards (b)		All Other Stock Awards: Number of Shares of Stock (#)	Grant Date Value of Stock Awards (\$)
		Target (\$)	Target (#)	Maximum (#)		
Kenneth S. Booth	1/29/2020	516,314	—	—	—	—
Charles A. Pearce	1/29/2020	516,314	—	—	—	—
Arthur L. Smith	1/29/2020	516,314	—	—	—	—
Daniel A. Ulatowski	1/29/2020	516,314	—	—	—	—

- (a) The annual cash award plan for Messrs. Booth, Pearce, Smith, and Ulatowski is based on Company performance. They receive a percentage of their base salary as a cash award depending on the dollar increase in economic profit generated by us in the current year. Our named executive officers' incentive compensation does not have a formal threshold award or maximum amount payable. For more information regarding the annual cash award, please see the Compensation Discussion & Analysis section of this Proxy Statement under the caption "Annual Cash Awards."

The cash awards earned by Messrs. Booth, Pearce, Smith, and Ulatowski based on the dollar increase in annual economic profit for 2020 are included in the Non-Equity Incentive Compensation column of the Summary Compensation Table.

- (b) Our named executive officers' equity incentive compensation does not have a formal threshold award. No equity-based awards were granted to the named executive officers in 2020.

OUTSTANDING EQUITY AWARDS AT 2020 FISCAL YEAR-END

The following table provides information with respect to unvested restricted shares and RSUs held by our named executive officers as of December 31, 2020.

Name	Stock Awards	
	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#) (a)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (\$) (b)
Brett A. Roberts	180,000	\$ 62,305,200
Kenneth S. Booth	1,825	631,706
Charles A. Pearce	1,825	631,706
Arthur L. Smith	1,825	631,706
Daniel A. Ulatowski	1,825	631,706

- (a) Represents RSUs and restricted shares granted under the Incentive Plan.

The RSUs and restricted shares granted to Mr. Roberts and RSUs granted to Messrs. Booth, Pearce, Smith, and Ulatowski have performance-based vesting requirements and are more fully described in the Compensation Discussion and Analysis section of this Proxy Statement. Mr. Roberts forfeited 31,000 unvested RSUs and 109,000 unvested restricted shares upon his retirement on May 3, 2021. The remaining RSUs and restricted shares that were unvested as of December 31, 2020 vested in the ordinary course in 2021 in accordance with their terms.

- (b) Value is equal to the closing market price reported on Nasdaq of \$346.14 per share as of December 31, 2020, multiplied by the number of unvested restricted shares and unvested RSUs held.

2020 STOCK VESTED

The following table provides information with respect to shares acquired on vesting by our named executive officers during 2020.

Name	Stock Awards	
	Number of Shares Acquired on Vesting (#) (a)	Value Realized on Vesting (\$ (b))
Brett A. Roberts	40,000	\$ 16,128,000
Kenneth S. Booth	1,825	842,292
Charles A. Pearce	1,825	842,292
Arthur L. Smith	1,825	842,292
Daniel A. Ulatowski	1,825	842,292

- (a) Includes the vesting of performance-based restricted shares and RSUs. The distribution date for the vested restricted shares and shares underlying vested RSUs for Mr. Roberts will be in equal installments on December 31, 2022, 2023, 2024, 2025 and 2026. The distribution date for the 1,825 shares underlying vested RSUs for Messrs. Booth, Pearce, Smith, and Ulatowski will be January 30, 2023.
- (b) The amounts are calculated based on the closing price reported on Nasdaq as of the date vested, or the business day preceding the scheduled vesting date if the scheduled vesting occurs on a weekend or holiday.

2020 NONQUALIFIED DEFERRED COMPENSATION TABLE

Name	Executive Contributions in Last Fiscal Year (\$)	Registrant Contributions in Last Fiscal Year (\$)	Aggregate Earnings in Last Fiscal Year (\$ (a) (b))	Aggregate Withdrawals / Distributions (\$ (b))	Aggregate Balance at Last Fiscal Year-End (\$ (c))
Brett A. Roberts	\$ —	\$ —	\$ (29,061,413)	\$ (397,556)	\$ 104,438,745
Kenneth S. Booth	—	—	(680,258)	(32,307)	2,452,748
Charles A. Pearce	—	—	(695,261)	—	2,501,900
Arthur L. Smith	—	—	(702,187)	—	2,526,822
Daniel A. Ulatowski	—	—	(702,187)	—	2,526,822

- (a) The amounts relate to RSUs granted prior to December 31, 2019 which are settled in shares on a date that is later than the date on which they vest and are more fully described in the Compensation Discussion and Analysis section of this Proxy Statement. The reported amount of aggregate earnings for each individual is calculated as the number of RSUs held by such individual as of December 31, 2019 and not converted or released during 2020 multiplied by the difference between the closing market price of the Common Stock reported on Nasdaq of \$346.14 per share as of December 31, 2020 and \$442.33 per share as of December 31, 2019, plus, with respect to any RSUs held by such individual as of December 31, 2019 and converted or released on any date during 2020, the difference between the closing market price as of December 31, 2019 and the closing market price on the date of such conversion or release, multiplied by the number of such RSUs converted or released on that date.
- (b) On January 29, 2020, Mr. Booth released 70 vested RSUs originally granted to him in January 2017 to cover the tax liability resulting from the vesting of RSUs on that date. On March 1, 2020, Mr. Roberts released 986 vested RSUs originally granted to him in March 2012 to cover the tax liability resulting from the vesting of RSUs on that date. The aggregate withdrawals/distributions reported are calculated based on the number of RSUs converted/released multiplied by the closing market price per share reported on Nasdaq of \$461.53 and \$403.20 as of January 29, 2020 and March 1, 2020, respectively.

- (c) The grants of these RSUs were disclosed in the Summary Compensation Table and Grant of Plan-Based Awards table in the year of grant. Such amounts do not represent additional compensation. The RSUs earned and the RSUs that are still subject to forfeiture for each individual during the associated performance period are as follows as of December 31, 2020:

Name	Aggregate Balance at Last Fiscal Year-End		
	Earned (\$)	Subject to Forfeiture (\$)	Total (\$)
Brett A. Roberts	\$ 82,978,065	\$ 21,460,680	\$ 104,438,745
Kenneth S. Booth	1,821,042	631,706	2,452,748
Charles A. Pearce	1,870,194	631,706	2,501,900
Arthur L. Smith	1,895,116	631,706	2,526,822
Daniel A. Ulatowski	1,895,116	631,706	2,526,822

POTENTIAL PAYMENTS ON TERMINATION/CHANGE IN CONTROL

None of our named executive officers have individual agreements with us providing for cash severance payments or benefits continuation on any termination of employment, including on a termination prior to or following a change in control.

Treatment of Equity Upon Termination of Employment. If a named executive officer terminates employment for any reason prior to the lapse of the restricted period for restricted shares or the vesting period for RSU awards, any unvested restricted shares or unvested RSU awards shall be forfeited. The Compensation Committee may waive or change the remaining restrictions or add additional restrictions with respect to any restricted shares or RSU award that would otherwise be forfeited, as it deems appropriate. The Compensation Committee did not waive or change any restrictions applicable to Mr. Roberts' grants in connection with his retirement.

Treatment of Equity Upon a Change in Control. The following table sets forth the potential amounts payable to our named executive officers in the event of a change in control with respect to restricted shares and restricted stock unit awards held by our named executive officers as of December 31, 2020.

Name	Accelerated Vesting of Equity Awards (a)		
	Unvested Restricted Shares	Unvested Restricted Stock Units (b)	Total
Brett A. Roberts	\$ 40,844,520	\$ 21,460,680	\$ 62,305,200
Kenneth S. Booth	—	631,706	631,706 (c)
Charles A. Pearce	—	631,706	631,706 (c)
Arthur L. Smith	—	631,706	631,706 (c)
Daniel A. Ulatowski	—	631,706	631,706 (c)

- (a) In the event of a change in control, the restrictions applicable to restricted shares and granted RSUs shall lapse, the performance goals shall be deemed to have been achieved at target levels, and all other terms and conditions shall be deemed to have been satisfied, pursuant to the Incentive Plan and applicable award agreements. Payment shall be made in cash within 30 days following the effective date of the change in control.

The amounts reported are calculated based on the number of unvested restricted shares or RSUs held by each named executive officer multiplied by the closing market price reported on Nasdaq of \$346.14 per share as of December 31, 2020. Effective May 3, 2021, 109,000 unvested restricted shares and 31,000 unvested RSUs held by Mr. Roberts were forfeited upon Mr. Roberts' retirement from the Company.

- (b) In addition to the awards eligible for accelerated vesting set forth in this table, upon termination of employment for any reason, our named executive officers are eligible for payment of vested RSUs at the time that they would have received payment absent termination.

- (c) These totals would be increased by \$610,000 for each of Messrs. Booth, Pearce, Smith and Ulatowski, assuming that the Company's shareholders had previously approved the Amended Incentive Plan and the stock options granted in 2020 under the Amended Incentive Plan subject to such shareholder approval were not assumed or substituted in connection with a change in control that occurred as of December 31, 2020, resulting in the acceleration of the option awards. These amounts are calculated based on the number of shares subject to the option award, multiplied by the difference between the closing market price reported on Nasdaq of \$346.14 per share as of December 31, 2020 and the exercise price of \$333.94.

Under the Amended Incentive Plan, upon a change in control (as defined in the Amended Incentive Plan), outstanding equity awards including option awards that are assumed or substituted in connection with a change in control will become vested and exercisable upon a termination without cause or resignation for good reason during the 24-month period following the change in control (double-trigger vesting). Outstanding awards made under the Amended Incentive Plan that are not assumed or substituted by an acquiror or successor in connection with a change in control will become fully vested and exercisable immediately upon the occurrence of the change in control. Notwithstanding the foregoing, in the event of a change in control, the Compensation Committee may, in its discretion, provide that each option will be cancelled in exchange for the spread value upon the occurrence of a change in control.

2020 CHIEF EXECUTIVE OFFICER PAY RATIO

The following table provides information with respect to the ratio of 2020 total compensation of our Chief Executive Officer serving in 2020 to that of our median team member.

	2020 Total Compensation
Chief Executive Officer (a)	\$ 1,039,250
Median Team Member (a)(b)	\$ 70,177
Ratio of Chief Executive Officer to Median Team Member Compensation	15:1

- (a) Annual total compensation was calculated consistent with the disclosure requirements for annual compensation under the Summary Compensation Table.
- (b) We identified our median team member for 2020 by examining 2020 W-2 gross wages for all team members, excluding our Chief Executive Officer, who were employed by us as of December 31, 2020. The population of team members examined included full-time and part-time team members, including those hired during 2020. We believe W-2 gross wages is a consistently applied compensation measure that reasonably reflects the total annual compensation of our team members.

2020 DIRECTOR COMPENSATION

Our non-employee directors are eligible to receive the following:

- a quarterly retainer of \$12,500 or payments of \$1,500 for each Board meeting attended and \$500 for each committee meeting attended
- stock-based awards under our Incentive Plan
- reimbursement for travel related expenses

In 2020, Ms. Flanagan received a quarterly retainer, Mr. Tryforos received payments for each Board and committee meeting attended, and Mr. Vassalluzzo opted not to receive quarterly retainers or payments for each Board and committee meeting attended. In 2020, Mr. Tryforos was reimbursed for business-related travel expenses.

RSU Award – On March 7, 2019, the Compensation Committee approved an award of 1,500 RSUs to Ms. Flanagan under the Incentive Plan. Messrs. Tryforos and Vassalluzzo opted not to participate in the Incentive Plan. The RSUs awarded to Ms. Flanagan vest over a five year performance period starting in 2019, based upon the compound annual growth rate of Adjusted EPS over the performance period. Vesting for each year of the performance period will be determined as follows:

Year 1

- If the compound annual growth rate of Adjusted EPS is at least 5%, one-fifth (20.0%) of the RSUs shall vest.
- If the compound annual growth rate of Adjusted EPS is less than 5%, no RSUs shall vest.

Year 2

- If the compound annual growth rate of Adjusted EPS is at least 5%, one-fifth (20.0%) of the RSUs shall vest. In addition, any RSUs that were eligible to vest in Year 1, but did not vest in Year 1, shall vest.
- If the compound annual growth rate of Adjusted EPS is less than 5%, no RSUs shall vest.

Year 3

- If the compound annual growth rate of Adjusted EPS is at least 5%, one-fifth (20.0%) of the RSUs shall vest. In addition, any RSUs that were eligible to vest in Year 1 and Year 2, but did not vest in Year 1 or Year 2, shall vest.
- If the compound annual growth rate of Adjusted EPS is less than 5%, no RSUs shall vest.

Year 4

- If the compound annual growth rate of Adjusted EPS is at least 5%, one-fifth (20.0%) of the RSUs shall vest. In addition, any RSUs that were eligible to vest in Year 1, Year 2, and Year 3 but did not vest in Year 1, Year 2, or Year 3 shall vest.
- If the compound annual growth rate of Adjusted EPS is less than 5%, no RSUs shall vest.

Year 5

- If the compound annual growth rate of Adjusted EPS is at least 5%, one-fifth (20.0%) of the RSUs shall vest. In addition, any RSUs that were eligible to vest in Year 1, Year 2, Year 3, and Year 4 but did not vest in Year 1, Year 2, Year 3, or Year 4 shall vest.
- If the compound annual growth rate of Adjusted EPS is less than 5%, no RSUs shall vest.

In 2020, under the formula described above, the compounded annual growth rate in economic profit from 2019 to 2020 was greater than 5%, so 100% of the 300 RSUs eligible to vest for Ms. Flanagan were vested upon the approval of the Compensation Committee in January 2021. As of the Record Date, 600 of the 1,500 RSUs awarded in March 2019 to Ms. Flanagan have vested. The vested RSUs are subject to a post-vesting holding period that will lapse on January 30, 2026, at which time vested RSUs will be converted to shares of Common Stock. As of December 31, 2020, Ms. Flanagan and Mr. Vassalluzzo held an aggregate of 5,500 and 4,000 RSUs, respectively.

The following table sets forth certain information regarding the compensation earned during 2020 by each non-employee director who served on the Board in 2020.

Name	Fees Earned or Paid in Cash (\$)	Stock Awards (\$)	Total (\$)
Glenda J. Flanagan	\$ 50,000	\$ —	\$ 50,000
Thomas N. Tryforos	20,000	—	20,000
Scott J. Vassalluzzo	—	—	—

PROPOSAL #2 - APPROVAL OF CREDIT ACCEPTANCE CORPORATION AMENDED AND RESTATED INCENTIVE COMPENSATION PLAN

The Amended and Restated Incentive Compensation Plan (the “2012 Plan”) originally became effective on March 26, 2012 and was the successor to and continuation of our Amended and Restated Incentive Compensation Plan, effective April 6, 2009 (the “2009 Plan”).

On April 12, 2021, our Board of Directors approved, subject to shareholder approval at the Annual Meeting, the amendment and restatement of the 2012 Plan (the “Plan” for purposes of this Proposal).

The Board of Directors recommends a vote FOR the approval of the Plan. **Executed proxies will be voted FOR the approval of the Plan unless shareholders specify otherwise in their proxies.** The approval of the Plan requires the affirmative vote of a majority of the votes cast at the Annual Meeting by the holders of shares entitled to vote thereon. Broker non-votes and abstentions will be treated as shares present for purposes of determining the presence of a quorum but will have no effect on the vote for the approval of the Plan. The following material changes to the Plan will take effect upon adoption of the revised Plan:

- the number of shares of Common Stock authorized for issuance under the Plan will be increased by 750,000 shares, which will increase the total number of shares of Common Stock authorized for issuance pursuant to the Plan from 2,000,000 to 2,750,000;
- the authority of the Executive Compensation Committee of the Board (the “Compensation Committee”) to administer the Plan will be set forth in greater detail including, among other things, the authority to make adjustments in the performance goals that may be required for any award in recognition of extraordinary events affecting the Company or the financial statements of the Company or in response to changes in applicable laws, regulations or accounting principles;
- the Plan will prohibit the repricing of equity awards except for equitable adjustments in connection with certain changes in capitalization;
- awards will generally be subject to a one-year minimum vesting requirement; and
- awards will generally be subject to double-trigger vesting upon a qualifying termination following a change in control (as defined in the Plan), subject to single-trigger vesting only if the awards are not assumed or substituted in connection with the change in control; provided, that, the Board or the Compensation Committee may provide for the cancellation of awards in exchange for a payment in cash or securities except as would result in the imposition of taxes or penalties under Section 409A of the Code (“Section 409A”).

The Plan is intended to attract, motivate and retain highly competent, effective and loyal employees, non-employee directors, and independent contractors in order to create per share intrinsic value for shareholders. The purpose of amending and restating the Plan is to provide for additional shares of Common Stock to be made available for the grants of restricted stock, restricted stock units, stock options, and other stock-based or cash-based awards to our non-employee directors, key employees, and independent contractors who are selected by our Compensation Committee for participation in the Plan. All employees (approximately 2,000 individuals), independent contractors and three non-employee directors of the Company are currently eligible to receive grants under the Plan.

The text of the proposed amendment to the Plan is set forth in Annex A to this Proxy Statement, and the description of the material amendments to the Plan set forth herein is qualified in its entirety by reference to the text of the Plan. If our shareholders do not approve the amendment to the Plan to increase the number of shares of Common Stock authorized for issuance under the Plan and make the other changes described above, the current plan (under its current terms, prior to such proposed amendment) will remain in effect, and the Contingent Awards described below will forfeit without payment.

2012 Plan Share Reserve Information

Total Shares Available as of Record Date (May 27, 2021) Without Giving Effect to Contingent Awards	248,986
Additional Share Request Under Proposal #2	750,000
Less Contingent Awards (Outstanding on Record Date)	(745,500)
Shares Remaining Available After Annual Meeting	253,486

Reasons to Approve the Plan

The Plan allows us to continue to utilize a broad array of equity incentives in order to secure and retain the services of employees of the Company and its subsidiaries, and to provide long-term incentives that align the interests of employees with the interests of our shareholders. The shares requested in this proposal are intended to be granted to further the purposes of the Plan. We last sought and received shareholder approval for an increase in the number of shares authorized for issuance under the 2009 Plan in 2012. The intent at that time was that the 2012 share reserve increase would cover our share needs for the foreseeable future, which it did for nine full years. Instead of an annual award program providing for year-over-year annual equity awards to our executive officers and employees, we grant larger awards intended to incentivize recipients for longer periods of time. As a result of the additional equity grants that we made over the course of years to attract, retain and incentivize our executives and employees, we do not currently have enough shares remaining available for issuance under our 2012 Plan to continue to grant equity awards to our employees. As part of our efforts to incentivize key executives to drive shareholder value and to retain them (1) on December 30, 2020, we granted 622,000 nonqualified stock options to our team members subject to shareholder approval of this Proposal #2 (the “Contingent 2020 Awards”), and (2) on April 28, 2021, we granted 110,000 nonqualified stock options to Mr. Booth in connection with his promotion to Chief Executive Officer and President and an aggregate of 3,500 nonqualified stock options to other team members, in each case subject to shareholder approval of this Proposal #2 (the “April 2021 Awards”). Additionally, on May 3, 2021, upon his becoming a director, Mr. Hegde received a grant of 10,000 nonqualified stock options subject to shareholder approval of this Proposal #2 (the “May 2021 Award”). References to the “Contingent Awards” are to the Contingent 2020 Awards, the April 2021 Awards and the May 2021 Award, collectively.

Our shareholders are being asked to approve the amendment in order to satisfy rules and regulations of Nasdaq relating to equity compensation. If our shareholders do not approve the amendment to the Plan to increase the number of shares of Common Stock authorized for issuance under the Plan and make the other changes described herein, the current plan (prior to such proposed amendment) will remain in effect and we will consider other ways to appropriately compensate employees, non-employee directors, and independent contractors.

Historical Use of Equity and Outstanding Awards

While the use of equity is an important part of our compensation program, we are mindful of our responsibility to our shareholders to exercise judgment in the granting of equity awards. As a result, we evaluated both our “overhang percentage” and annual share usage, or “burn rate,” in considering the advisability of the Plan and its potential impact on our shareholders.

Overhang. As of the end of the 2020 fiscal year, we had 1,034,602 shares of Common Stock subject to outstanding equity awards, of which 412,602 shares relate to outstanding RSUs and 622,000 shares relate to the Contingent 2020 Awards. Additionally, as of the end of the 2020 fiscal year, 116,031 shares were collectively available for future equity awards under the 2012 Plan. The 1,150,633 share overhang represents approximately 6.3% of fully diluted Common Stock outstanding as of the end of fiscal year 2020 (referred to as the “overhang percentage”). The 750,000 new shares proposed to be included in the share reserve under the Plan (inclusive of the Contingent Awards), along with the 116,031 shares remaining available for issuance under the 2012 Plan that would be available for grant under the Plan assuming shareholder approval, would increase the overhang percentage by an additional 0.7% to approximately 7.0%. Excluded from the overhang calculations are 122,718 unvested shares of restricted stock, because these shares, while unvested, were considered outstanding at December 31, 2020. For additional information, see the section entitled “*Equity Compensation Plan Information*” on page 31.

Burn Rate. The burn rate under the Company’s equity compensation program for the last three (3) fiscal years was as follows:

Name	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018
A. Stock Options Granted (on a contingent basis) (a)	622,000	—	—
B. Restricted Stock Awards and Units Granted (b)	69,170	84,463	64,404
C. Total Options and Shares Granted (A+B)	691,170	84,463	64,404
D. Basic Weighted-Average Common Shares Outstanding	17,858,935	18,900,256	19,446,067
E. Annual Share Usage (C/D)	3.9 %	0.4 %	0.3 %

- (a) Reflects the Contingent 2020 Awards with an exercise price of \$333.94 and a weighted average remaining term of six years that are subject to shareholder approval of this Proposal #2.
- (b) For performance-based awards, this number reflects the number of shares earned during the applicable fiscal year.

Governance

The Plan includes provisions that are designed to protect the Company’s shareholders’ interests and to reflect corporate governance best practices including:

- No Repricing Without Shareholder Approval.
- Shareholder Approval Required for Additional Shares (no “evergreen” provisions).
- Minimum Vesting Requirement.
- No Single-Trigger Vesting Upon a Change in Control.
- No Discounted Stock Options.
- Reasonable Dividend Policy.
- No Liberal Share Counting.

Description of the Plan

General. The Plan provides for the grant of restricted stock, restricted stock units, nonqualified stock options, incentive stock options, and other stock-based and cash-based awards, during the 10 year life of the Plan. A total of 2,750,000 shares of Common Stock have been set aside for issuance under the Plan (including the 2,000,000 shares of Common Stock previously approved under the 2012 Plan). The maximum number of shares that may be subject to stock-based grants under the Plan to any salaried employee during any one-year period is 500,000. Such amounts are subject to adjustment for stock splits and certain other corporate events.

Administration. The Plan will be administered by the Compensation Committee.

The Compensation Committee may delegate to one or more officers or managers the authority to grant awards to, or to cancel, modify, waive rights with respect to, alter, discontinue or terminate awards held by, participants who are not officers or directors of the Company for purposes of Section 16 of the Exchange Act.

Restricted Stock Awards and Restricted Stock Units. The Plan provides for the grant of restricted stock or restricted stock units. A restricted stock unit is the right to receive shares of restricted stock or an equivalent value in cash. Restricted stock and restricted stock units will initially be non-transferable but will become transferable upon fulfillment of conditions established by the Compensation Committee at the time of grant. An award of restricted stock or restricted stock units may also be subject to vesting or other restrictions, which may include performance goals. All of the terms relating to vesting or other restrictions, including performance goals, the length of any performance period, and the termination of the restriction period relating to the award of restricted stock or restricted stock units, will be determined by the Compensation Committee and set forth in the agreement relating to such award of restricted stock or restricted stock units. The holder of shares of restricted stock will have rights as a shareholder of the Company, including the right to vote and receive dividends with respect to such shares. The holder of shares of Common Stock subject to restricted stock units will have rights to receive dividend equivalents with respect to such shares.

Other Cash-Based and Stock-Based Awards. The Plan provides for other cash and stock-based awards, the form and terms of which will be as determined by the Compensation Committee, consistent with the purposes of the Plan. The vesting or payment of one of these awards may be made subject to the attainment of performance goals. The maximum amount that any participant may receive under a cash award intended to be Grandfathered Awards (as defined in the Plan) for any annual performance period is \$2.5 million.

Performance Goals. Each Grandfathered Award will be based upon the attainment of specified levels of Company or affiliate performance during a specified performance period, as measured by any or all of the following: (i) economic profit; (ii) earnings per share; (iii) operating income; (iv) net income; (v) revenue; (vi) book value per share; (vii) return on capital; (viii) total loan originations; (ix) origination quality measures, such as charge-off rates, collection rates, dollars collected or similar measures; (x) loan performance measures, such as charge-off rates, collection rates, dollars collected; (xi) annual profitability; (xii) market capitalization; (xiii) business development goals; (xiv) customer satisfaction goals; (xv) employee satisfaction goals; (xvi) strategic goals; or any combination of, or increase or decrease in, the foregoing. The performance period may be a one, two, three, four, or five fiscal year period, determined by the Compensation Committee. A performance-based award shall not be paid until the Compensation Committee has certified in writing that the applicable performance goals have been attained.

Options. Options granted under the Plan may be either incentive stock options under Section 422 or nonqualified stock options. The terms of options granted under the Plan will be set forth in an agreement between the Company and the recipient and will be determined by the Compensation Committee, unless specified in the Plan. The exercise price will not be less than the fair market value of the shares on the date of grant. In the case of incentive stock options, the exercise price must be at least 110% of fair market value if the recipient is the holder of more than 10% of the Company's stock.

Options granted under the Plan become exercisable at such times as the Compensation Committee may determine and will expire not later than ten years after grant. The aggregate fair market value, determined on the grant date, of stock with respect to which incentive stock options may first become exercisable for a holder during any calendar year may not exceed \$100,000.

Change in Control and Termination. Unless otherwise provided in the applicable agreement, outstanding awards that are assumed or substituted in connection with a change in control will become fully vested and exercisable, any applicable restrictions will lapse and any performance conditions with respect to such awards will be deemed to be achieved based on actual performance levels, in each case only upon a termination without cause within twenty-four (24) months following the change in control. If outstanding awards are not assumed or substituted in connection with a change in control, immediately upon the change in control, such awards will become fully vested and exercisable, any restrictions will lapse and any performance conditions will be deemed to be achieved based on actual performance levels. In addition, except as would result in the imposition of taxes or penalties under Section 409A, the Board or the Compensation Committee may provide that each award will be cancelled as of the change in control in exchange for a payment in cash or securities. If required to avoid the imposition of additional taxes under Section 409A, such awards will be settled in accordance with their original terms or at such earlier time as permitted by Section 409A.

Unless the relevant agreement otherwise provides, the exercisable portion of an option will terminate at various times after the holder's status as an eligible plan participant terminates, based upon the reason for the termination.

Income Tax Consequences

Under the Code as now in effect, at the time an incentive stock option is granted or exercised, the holder will not be deemed to have received any income, and the Company will not be entitled to a deduction. The difference between the exercise price and the fair market value of the shares on the date of exercise is a tax preference item, which may subject the holder to the alternative minimum tax in the year of exercise. The holder of an incentive stock option generally will be accorded capital gain or loss treatment on the disposition of the stock acquired upon exercise, provided the disposition occurs more than two years after the date of grant and more than one year after exercise. A holder who disposes of shares acquired by exercise of an incentive stock option prior to the expiration of the foregoing holding periods realizes ordinary income upon the disposition equal to the difference between the exercise price and the lesser of the fair market value of the shares on the date of exercise or the disposition price. To the extent ordinary income is recognized by the holder, the Company is permitted to deduct a corresponding amount as compensation expense.

Upon the exercise of a nonqualified stock option, a holder will generally recognize ordinary income equal to the difference between the exercise price and the fair market value of the stock on the date of exercise. Upon withholding for income taxes, the Company will receive a corresponding compensation deduction. When the holder disposes of the shares acquired upon exercise of the option, any amount received in excess of the fair market value of the shares on the date of exercise will be treated as a capital gain.

A participant who receives an award of restricted stock generally recognizes ordinary income equal to the fair market value of the stock on the date the restrictions lapse. A participant who receives a grant of restricted stock units or cash generally recognizes ordinary income equal to the fair market value of the award on the date on which it is paid. Upon withholding for income taxes, the Company will receive a compensation tax deduction equal to the ordinary income realized by the participant.

New Plan Benefits

The Contingent Awards are set forth in the table below. The grant of options set forth below has been made subject to shareholder approval of the Plan and, therefore, if the amendment to the Plan to increase the number of shares of Common Stock authorized for issuance under the Plan and to adopt other changes described above is not approved, the team members will not be entitled to their respective awards and the Compensation Committee will have to determine other ways to adequately compensate them. Future equity awards under the Plan, as well as annual short-term incentives, are not determinable at this time.

The Contingent Awards comprise the Contingent 2020 Awards, the April 2021 Awards and the May 2021 Award. The Contingent 2020 Awards consist of 622,000 nonqualified stock options with an exercise price of \$333.94. The Contingent 2020 Awards will expire on December 30, 2026 unless exercised, forfeited or cancelled earlier. The April 2021 Awards, having an exercise price of \$390.39, consist of 110,000 nonqualified stock options granted to Mr. Booth, which options will expire on April 28, 2031 unless exercised, forfeited or cancelled earlier, and 3,500 nonqualified stock options granted to non-executive team members, which options will expire on April 28, 2027 unless exercised, forfeited or cancelled earlier. The May 2021 Award consists of 10,000 nonqualified stock options granted to Mr. Hegde with an exercise price of \$394.79 that will expire on May 3, 2031 unless exercised, forfeited or cancelled earlier.

Name and Position	Dollar Value of Awards (\$)	Number of Shares Subject to Contingent Awards (#)
Named executive officers:		
Brett A. Roberts <i>Former Chief Executive Officer and President</i>	\$ —	—
Kenneth S. Booth <i>Chief Executive Officer and President; Former Chief Financial Officer</i>	—	160,000
Charles A. Pearce <i>Chief Legal Officer and Corporate Secretary</i>	—	50,000
Arthur L. Smith <i>Chief Analytics Officer</i>	—	50,000
Daniel A. Ulatowski <i>Chief Sales Officer</i>	—	50,000
All current executive officers as a group	—	440,000
All current non-employee directors as a group	—	10,000
All employees as a group (including all current non-executive officers)	—	745,500

None of the following categories of individuals received Contingent Awards of stock options under the Plan: our current directors other than Mr. Hegde who are not executive officers, each nominee for election as a director other than Mr. Hegde and Mr. Booth, each associate of any such directors or nominees, each associate of our executive officers or any person who received or is to receive 5% of options, warrants or rights under the Plan.

Additional Plan Information

The following table sets forth, for each of the individuals and groups indicated, the total number of shares of Common Stock subject to outstanding stock options or RSUs granted under the 2012 Plan since its approval by our shareholders in 2012, excluding the Contingent Awards.

Name and Position	Number of Shares Subject to Options or RSUs (a)
Named executive officers:	
Brett A. Roberts <i>Former Chief Executive Officer and President</i>	269,738
Kenneth S. Booth <i>Chief Executive Officer and President; Former Chief Financial Officer</i>	7,012
Charles A. Pearce <i>Chief Legal Officer and Corporate Secretary</i>	7,228
Arthur L. Smith <i>Chief Analytics Officer</i>	7,300
Daniel A. Ulatowski <i>Chief Sales Officer</i>	7,300
All current executive officers as a group	43,179
All current non-employee directors as a group	600
Each nominee for election as a director:	
<i>Kenneth S. Booth</i>	7,012
<i>Glenda J. Flanagan</i>	600
<i>Vinayak R. Hegde</i>	—
<i>Thomas N. Tryforos</i>	—
<i>Scott J. Vassalluzzo</i>	—
Each associate of any executive officers, current directors or director nominees	—
Each other person who received or is to receive 5% of awards	—
All employees as a group (including all current non-executive officers)	52,326

(a) Excluding the Contingent Awards.

Excluding the Contingent Awards, as of the Record Date, no stock options were outstanding under the 2012 Plan. The market value of the 365,843 shares of Common Stock underlying RSUs outstanding as of the Record Date under the 2012 Plan was \$162.3 million, based on the closing market price reported on Nasdaq of \$443.64 per share as of the Record Date.

Equity Compensation Plan Information

Our 2012 Plan, which was approved by shareholders on May 17, 2012, provides for the granting of restricted stock, restricted stock units and stock options to team members, officers, and directors.

The following table sets forth (1) the number of shares of common stock to be issued upon the exercise of outstanding stock options or restricted stock units, (2) the weighted average exercise price of outstanding options, if applicable, and (3) the number of shares remaining available for future issuance, as of December 31, 2020, disregarding in each case the Contingent Awards, which are subject to shareholder approval of the Amended Incentive Plan:

Plan Category	Number of Shares to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (1)	Number of Shares Remaining Available for Future Issuance Under Equity Compensation Plans (excluding shares reflected in column (a)) (2)
	(a)	(b)	(c)
Equity compensation plan approved by shareholders:			
2012 Plan (3)	412,602	—	116,031

- (1) The weighted average exercise price in this column does not take into account restricted stock units that are outstanding under the 2012 Plan, which have no exercise price.
- (2) For additional information regarding our equity compensation plans, including grants of restricted stock units, see Note 14 to the consolidated financial statements contained in Item 8 of our Form 10-K filed on February 12, 2021, which is incorporated herein by reference.
- (3) Excludes 122,718 unvested shares of restricted stock because these shares, while unvested, are already considered outstanding at December 31, 2020.

PROPOSAL #3 - ADVISORY VOTE TO APPROVE NAMED EXECUTIVE OFFICER COMPENSATION

Pursuant to Section 14A of the Exchange Act, we are including this proposal to enable our shareholders to vote on an advisory basis on the compensation of our named executive officers. This vote is not intended to address any specific item of compensation, but rather the overall compensation of our named executive officers and the executive compensation philosophy, policies and practices described in this Proxy Statement.

As described in detail in the Compensation Discussion and Analysis section of this Proxy Statement, our executive compensation programs are designed to align the interests of our executives with those of our shareholders by rewarding performance that meets or exceeds established goals. Our executive compensation program is designed to attract and retain our named executive officers and reward outstanding financial performance. We feel that our executive compensation programs achieve these goals as intended and the Board recommends a vote FOR the resolution set forth below indicating approval of the compensation of our named executive officers. **Executed proxies will be voted FOR the advisory proposal to approve our named executive officer compensation unless shareholders specify otherwise in their proxies.** This proposal, commonly known as a “say on pay” proposal, provides shareholders the opportunity to indicate their support of the compensation we pay to our named executive officers through the following resolution:

“Resolved, that the shareholders of Credit Acceptance Corporation approve, on an advisory basis, the compensation of the named executive officers as disclosed in the Compensation Discussion and Analysis, the accompanying compensation tables, and the related narrative disclosure contained in the Company's proxy statement for the 2021 Annual Meeting of Shareholders.”

This vote on the compensation of our named executive officers is advisory and not binding. However, the Compensation Committee will take into account the outcome of the vote when considering future executive compensation arrangements. Pursuant to a policy we adopted in 2017, we provide our shareholders with the opportunity to vote on a “say to pay” proposal at each annual meeting.

CERTAIN RELATIONSHIPS AND TRANSACTIONS

In the normal course of our business, affiliated dealers assign consumer loans to us under the portfolio and purchase programs. Dealer loans and purchased loans with affiliated dealers are on the same terms as those with non-affiliated dealers. Affiliated dealers are comprised of dealers owned or controlled by: (1) Mr. Foss, our founder, significant shareholder and former Chairman of the Board; and (2) a member of Mr. Foss's immediate family.

On January 3, 2017, Mr. Foss retired as officer, director and employee of the Company and entered into a shareholder agreement with the Company. Under the shareholder agreement, Mr. Foss agreed, until the final adjournment of the tenth annual meeting of shareholders held by the Company after the date of the shareholder agreement, to cause all shares of the Company beneficially owned by him or any of his affiliates or associates to be voted in accordance with the recommendation of the Company's Board of Directors with respect to election and removal of directors, certain routine matters and any other proposal to be submitted to the Company's shareholders with respect to any extraordinary transaction providing for the acquisition of all of the Company's outstanding common stock. As a result, we no longer consider the remaining dealers owned or controlled by Mr. Foss or a member of Mr. Foss's immediate family to be affiliated with us for financial statement disclosure purposes while Mr. Foss's voting interests in the Company are subject to the voting restrictions under the shareholder agreement. However, we continue to report his activity below as Mr. Foss remains a beneficial owner of more than five percent of the Company's voting securities.

The affiliated dealer loan balance was \$36.5 million as of December 31, 2020, which is 0.6% of our total consolidated dealer loan balance. A summary of related party loan activity is as follows:

(In millions)	For the Year Ended December 31, 2020	
	Affiliated dealer activity	% of consolidated
Dealer loan revenue	\$ 4.9	0.5 %
New consumer loan assignments (a)	16.2	0.4 %
Accelerated dealer holdback payments	0.3	0.7 %
Dealer holdback payments	1.1	0.8 %

(a) Represents advances paid to dealers on consumer loans assigned under our portfolio program and one-time payments made to dealers to purchase consumer loans assigned under our purchase program.

In accordance with its written charter, the Audit Committee reviews and approves all of our transactions with directors and executive officers and with firms that employ directors, as well as any other material related party transactions. Any such transactions would be reviewed by the Audit Committee in light of whether it resulted in a conflict of interest for the individual and whether such transaction is fair to us and in our best interests. The terms of the transactions described above were previously approved by the Audit Committee; therefore, the Audit Committee does not intend to re-approve these transactions and relationships unless they no longer occur in the ordinary course of our business and the terms change such that the transactions no longer occur on the same terms as transactions with non-affiliated dealers.

PROPOSAL #4 - RATIFICATION OF GRANT THORNTON

Information as to Grant Thornton, our independent registered public accounting firm, appears below under the heading "Independent Accountants." The Board recommends a vote FOR ratifying the selection of Grant Thornton as our independent registered public accounting firm for 2021. **Executed proxies will be voted FOR the ratification of the selection of Grant Thornton as our independent registered public accounting firm for 2021 unless shareholders specify otherwise in their proxies.**

Although ratification is not required by our bylaws or otherwise, the Board is submitting the selection of Grant Thornton to our shareholders for ratification as a matter of good corporate practice. Should the shareholders fail to provide such ratification, the Audit Committee will reconsider its selection of Grant Thornton as the independent registered public accountants for 2021. Even if the selection is ratified, the Audit Committee in its discretion may select a different registered public accounting firm at any time during the year if it determines that such a change would be in our and our shareholders' best interests.

INDEPENDENT ACCOUNTANTS

General

The Audit Committee has appointed Grant Thornton as our independent accountants to perform an integrated audit of our consolidated financial statements and the effectiveness of our internal control over financial reporting for 2021. Grant Thornton has served as our independent accountants since their appointment by the Audit Committee on July 20, 2005, and acted as our independent accountant in 2020 to audit the financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2020. Representatives of Grant Thornton are expected to be present at the meeting to respond to questions from the shareholders and will be given the opportunity to make a statement.

Fees Paid to Independent Accountants

The following table provides a summary of the aggregate fees billed by Grant Thornton for 2020 and 2019.

(In millions)

Description	2020	2019
Audit fees (a)	\$ 0.8	\$ 0.8
Audit-related fees (b)	0.3	0.3
Tax fees	—	—
All other fees	—	—
Total fees	<u>\$ 1.1</u>	<u>\$ 1.1</u>

- (a) Includes fees for the audit of our annual consolidated financial statements, the audit of the effectiveness of our internal control over financial reporting, and the review of our interim consolidated financial statements.
- (b) Includes fees for agreed-upon procedures for our debt, the audit of our employee benefit plan and comfort letter procedures.

The Audit Committee has considered whether the provision of these services is compatible with maintaining the independence of Grant Thornton and satisfied itself as to the maintenance of the auditors' independence.

Policy for Pre-Approval of Audit and Non-Audit Services

The Audit Committee's policy is to pre-approve all audit services and all non-audit services that our independent accountants are permitted to perform for us under applicable federal securities regulations. The Audit Committee's policy utilizes an annual review and general pre-approval of certain categories of specified services that may be provided by the independent accountants, up to predetermined fee levels. Any proposed services not qualifying as a pre-approved specified service, and pre-approved services exceeding the predetermined fee levels, require further specific pre-approval by the Audit Committee. The Audit Committee has delegated to the Chairman of the Audit Committee the authority to pre-approve audit and non-audit services proposed to be performed by the independent accountants. All services provided by our independent auditors were pre-approved by the Audit Committee. The policy has not been waived in any instance.

OTHER BUSINESS MATTERS

The only matters that management intends to present to the meeting are set forth in the Notice of Annual Meeting of Shareholders. Management knows of no other matters which will be brought before the meeting by any other person. However, if any other matters are properly brought before the meeting, the persons named on the form of proxy intend to vote on such matters in accordance with their best judgment on such matters.

SHAREHOLDER PROPOSALS AND NOMINEES FOR 2022 ANNUAL MEETING

Shareholder Proposals

We expect that the 2022 Annual Meeting of Shareholders will occur on or about June 8, 2022 and that we will furnish proxy materials to our shareholders in connection with that meeting beginning on or about April 28, 2022. Based on such dates, and because the date of the 2022 Annual Meeting of Shareholders will be changed by more than 30 days from the anniversary date of the 2021 Annual Meeting of Shareholders (i) proposals by shareholders that are intended to be presented at the 2022 Annual Meeting of Shareholders must be submitted to our Corporate Secretary no later than December 29, 2021, which we believe is a reasonable time before we begin to print and send our proxy materials for the 2022 Annual Meeting of Shareholders, in order to be considered for inclusion in our proxy materials for the 2022 Annual Meeting of Shareholders, and (ii) we expect the persons named as proxies for the 2022 Annual Meeting of Shareholders to use their discretionary voting authority, to the extent permitted by law, with respect to any proposal presented at that meeting by a shareholder who does not provide us with written notice of such proposal on or before March 14, 2022, which we believe is a reasonable time before we send our proxy materials for the 2022 Annual Meeting of Shareholders.

Shareholder Nominees

Shareholders desiring to recommend candidates for consideration and evaluation by the Nominating Committee for the 2022 Annual Meeting of Shareholders should submit such recommendations to our Chief Legal Officer and Corporate Secretary not later than December 29, 2021. The recommendation should be accompanied by (i) the name and address of the shareholder recommending the candidate, (ii) evidence of the shareholder's ownership of Company shares along with an undertaking that the shareholder will continue to own such shares through the date of the annual meeting, (iii) all information regarding the candidate that would be required to be disclosed in our annual meeting proxy statement if the candidate is nominated by the Board, and (iv) the candidate's consent to serve as a director if elected. Our Chief Legal Officer and Corporate Secretary will forward any recommendations to the Nominating Committee. The Nominating Committee may seek additional biographical and background information from any candidate that must be received on a timely basis to be considered by the Nominating Committee.

SHAREHOLDERS SHARING THE SAME ADDRESS

SEC rules permit us and intermediaries such as brokers to deliver only one copy of the Notice of Internet Availability of Proxy Materials, annual report to shareholders and proxy statement, as applicable, to multiple shareholders who share the same address and have the same last name (or, in the case of the Notice of Internet Availability of Proxy Materials, to deliver separate notices for each such shareholder sharing the same address in a single envelope), unless we have received contrary instructions from one or more of those shareholders. This delivery method, called “householding,” can reduce our printing and mailing costs. This year, a number of intermediaries with account holders that own shares of our common stock will be householding our proxy materials.

We will deliver promptly upon written or oral request a separate copy of the Notice of Internet Availability of Proxy Materials for the Annual Meeting, our 2020 annual report or our 2021 Proxy Statement, as applicable, to a shareholder at a shared address to which a single copy of such document or documents was delivered. To receive a separate copy, please call Broadridge Financial Solutions, Inc. at (866) 540-7095 or write to Broadridge Financial Solutions, Inc., Household Department, 51 Mercedes Way, Edgewood, NY 11717.

A shareholder may direct to Broadridge at the telephone number or address provided above a notification that the shareholder wishes to receive a separate Notice of Internet Availability of Proxy Materials (or, if applicable, annual report and proxy statement) in the future.

Shareholders that share an address and are receiving multiple copies of our annual reports to shareholders, proxy statements or Notices of Internet Availability of Proxy Materials, but would like to receive a single copy, may request delivery of a single copy of those documents by contacting Broadridge at the telephone number or address provided above.

ANNUAL REPORT ON FORM 10-K

A copy of our Annual Report on Form 10-K for the fiscal year ended December 31, 2020, required to be filed with the SEC, without exhibits, will be furnished without charge to any shareholder of record or beneficial owner of Common Stock upon written request to our Corporate Secretary at the address on the Notice of Annual Meeting accompanying this Proxy Statement.

By Order of the Board of Directors,
Charles A. Pearce
Chief Legal Officer and Corporate Secretary

June 10, 2021

ANNEX A

CREDIT ACCEPTANCE CORPORATION AMENDED AND RESTATED INCENTIVE COMPENSATION PLAN

As Amended and Restated, April 12, 2021

I. GENERAL PROVISIONS

1.02 *Purpose.* The Plan, which was adopted by the Company's Board on the Effective Date, is intended to attract and retain highly competent, effective and loyal Employees, Non-Employee Directors, and Independent Contractors in order to create per share intrinsic value for shareholders.

1.02 *Participants.* Participants in the Plan shall be such Employees (including Employees who are directors), Non-Employee Directors, and Independent Contractors of the Company or of an Affiliate as the Committee may select from time to time. In addition, the Committee may grant an Award to an individual upon the condition that the individual become an Employee, Non-Employee Director, or Independent Contractor of the Company or of an Affiliate, provided that the Award shall be deemed to be granted only on the date that the individual becomes an Employee, Non-Employee Director, or Independent Contractor.

1.03 *Definitions.* As used in this Plan, the following terms have the meaning described below:

(a) *"Affiliate" or "Affiliates"* means a corporation or other entity that is affiliated with the Company and includes any parent or Subsidiary of the Company, as defined in Code Sections 424(e) and (f), respectively. Notwithstanding the above, for purposes of determining Participants eligible to receive grants of Options (or stock appreciation rights), Affiliate shall mean any corporation, partnership, limited liability company or other entity (other than the employer entity) in an unbroken chain of entities beginning with the employer entity if each of the entities other than the last entity in the unbroken chain either (1) owns stock possessing 50% or more of the total combined voting power of, or (2) owns stock possessing 50% or more of the total combined value of all classes of stock of, in each case, one of the other entities in such chain. An entity shall be deemed an Affiliate of the Company for purposes of this definition only for such periods as the requisite ownership or control relationship is maintained.

(b) *"Agreement"* means the written agreement that sets forth the terms of a Participant's Award.

(c) *"Award"* means a grant of an Option, Restricted Stock Award, Restricted Stock Unit, Other Cash Based Award, or Other Stock Based Award.

(d) *"Board"* means the Board of Directors of the Company.

(e) *"Business Combination"* means (1) any reorganization, merger, share exchange or consolidation of the Company, or (2) any sale, lease, exchange or other transfer of all or substantially all of the assets of the Company.

(f) *"Cause"* means (1) with respect to any Participant who is a party to a written employment agreement with the Company or any Affiliate, "Cause" as defined in such employment agreement, or (2) with respect to any Participant who is not a party to a written employment agreement with the Company or any Affiliate, or whose employment agreement does not define such term, personal dishonesty, willful misconduct, any breach of fiduciary duty involving personal profit, intentional failure to perform stated duties, willful violation of any law, rule or regulation (other than traffic violations or similar offenses) or receipt of a final cease-and-desist order. In determining willfulness, no act or failure to act on a Participant's part shall be considered "willful" unless

done or omitted to be done by the Participant not in good faith and without reasonable belief that the Participant's action or omission was in the best interests of the Company.

(g) "*Change in Control*" means the occurrence of any of the following events:

(1) If the Incumbent Directors cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election or nomination for election by the Company's shareholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Directors (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) shall be considered to be an Incumbent Director; provided further, that any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies by or on behalf of a person other than the Board shall not be considered an Incumbent Director.

(2) If there shall be consummated a Business Combination, other than (1) a merger or consolidation effected to implement a reorganization of the Company's ownership wherein the Company shall become a wholly-owned subsidiary of another corporation and the shareholders of the Company shall become shareholders of such other corporation without any material change in each shareholder's proportionate ownership of such other corporation from that owned in the Company prior to such merger or consolidation; and (2) a Business Combination following which: (A) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the outstanding Common Stock and outstanding Voting Stock immediately prior to such Business Combination beneficially own, directly or indirectly, more than 65% of, respectively, the then outstanding shares of Common Stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the Surviving Corporation in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the outstanding Common Stock and Voting Stock, as the case may be; (B) no person or entity beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock of the Surviving Corporation or the combined voting power of the then outstanding voting securities of the Surviving Corporation (excluding any person or entity who beneficially owned 20% or more of the outstanding Common Stock or Voting Stock prior to such Business Combination, the Surviving Corporation and any employee benefit plan (or related trust) of the Company or the Surviving Corporation); and (C) at least a majority of the members of the board of directors of the Surviving Corporation were Incumbent Directors immediately prior to the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination.

(3) Approval by the shareholders of the Company of any plan or proposal for the liquidation or dissolution of the Company.

Notwithstanding the above, to the extent necessary to avoid the imposition of taxes or penalties under Section 409A of the Code with respect to any award that constitutes deferred compensation under Section 409A of the Code, a Change in Control shall be deemed to have occurred under this Plan with respect to such award only if, in addition to the requirements set forth above, the event constitutes a change in the ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company, within the meaning of guidance issued by the Secretary of the Treasury under Section 409A of the Code.

(h) "*Code*" means the Internal Revenue Code of 1986, as amended.

(i) "*Committee*" means the Board acting as a whole, or a committee of two or more "non-employee directors" (as defined in Rule 16b-3 under the Exchange Act) who also constitute "outside directors" (as defined under Code Section 162(m) if applicable at the time) if designated by the Board to administer the Plan. The fact that a Committee member shall fail to qualify under Rule 16b-3 under the Exchange Act or Code Section 162(m) shall not invalidate any grant or award made by the Committee, if the grant or award is otherwise validly granted under the Plan.

(j) “*Common Stock*” means shares of the Company’s authorized and unissued common stock, or reacquired shares of such common stock.

(k) “*Company*” means Credit Acceptance Corporation and any successor thereto.

(l) “*Disability*” means disability as defined in Treasury Regulation 1.409A-3(i)(4).

(m) “*Effective Date*” means April 12, 2021, the date on which the Board adopted the Plan.

(n) “*Employee*” means an employee of the Company or Affiliate, who has an “employment relationship” with the Company or an Affiliate, as defined in Treasury Regulation 1.421-7(h); and the term “employment” means employment with the Company, or an Affiliate of the Company.

(o) “*Exchange Act*” means the Securities Exchange Act of 1934, as amended from time to time and any successor thereto.

(p) “*Fair Market Value*” means, as of the date of determination, (1) the closing price per share of Common Stock as quoted on the national securities exchange or such other market on which such stock is principally traded on the day prior to such date, as determined by the Committee, or (2) if the shares of Common Stock are not listed or admitted to trading on any such exchange or market, the closing selling price as reported by an over-the-counter market; provided that if no sales occur as of the date of determination, then the date of determination shall be the last day on which a sale was reported; further provided that if the shares of Common Stock are not then listed on a national securities exchange or market or traded in an over-the-counter market, such value shall be determined by the Committee in good faith. In no event shall the Fair Market Value of any share of Common Stock be less than the par value per share of Common Stock.

(q) “*Good Reason*” means (1) with respect to any Participant who is a party to a written employment agreement with the Company or any Affiliate, “Good Reason” as defined in such employment agreement, or (2) with respect to any Participant who is not a party to a written employment agreement with the Company or any Affiliate, or whose employment agreement does not define such term, without the Participant’s express written consent: (A) a material diminution in the Participant’s rate of base salary or target annual bonus opportunity, (B) a material diminution in the Participant’s authority, duties or responsibilities, (C) a material change in the geographic location of the Participant’s principal office with the Company (for this purpose, in no event shall a relocation of such office to a new location that does not increase a Participant’s one-way commute by more than fifty (50) miles from constitute a “material change”) or (D) a material breach by the Company of the Agreement; provided, however, that any such condition or conditions, as applicable, shall not constitute Good Reason unless both (x) the Participant provides written notice to the Company of the condition claimed to constitute Good Reason within sixty (30) days of the initial existence of such condition(s) (such notice to be delivered in accordance with any notice provision of the applicable Agreement) and (y) the Company fails to remedy such condition(s) within thirty (60) days of receiving such written notice thereof; and provided, further, that in all events the termination of the Participant’s employment or service with the Company shall not constitute a termination for Good Reason unless such termination occurs not more than one hundred and twenty (120) days following the initial existence of the condition claimed to constitute Good Reason.

(r) “*Grandfathered Awards*” means any performance-based Awards intended to constitute qualified performance-based compensation within the meaning of Section 162(m) of the Code and provided pursuant to a written binding contract that was in effect on November 2, 2017, and that was not modified in any material respect on or after such date, within the meaning of Section 13601(e)(2) of P.L. 115-97 (the Tax Cuts and Jobs Act) as may be amended from time to time (including any regulations or further guidance).

(s) “*Grant Date*” means the date on which the Committee authorizes the grant of an individual Award, or such later date as shall be designated by the Committee.

(t) “*Incentive Stock Option*” means an Option that is intended to meet the requirements of Section 422 of the Code and is designated as such in the Agreement evidencing the grant.

- (u) *“Incumbent Directors”* means the members of the Board on the Effective Date.
- (v) *“Independent Contractor”* means any individual who provides services to the Company or an Affiliate who is not an Employee or a Non-Employee Director.
- (w) *“Non-Employee Director”* means a director of the Company or an Affiliate who is not an Employee.
- (x) *“Nonqualified Stock Option”* means an Option that is not an Incentive Stock Option.
- (y) *“Option”* means either an Incentive Stock Option or a Nonqualified Stock Option.
- (z) *“Other Cash Based Award”* means an Award granted pursuant to Article III.
- (aa) *“Other Stock Based Award”* means an Award granted pursuant to Article III.
- (bb) *“Participant”* means the individuals described in Section 1.02.
- (cc) *“Plan”* means the Credit Acceptance Corporation Amended and Restated Incentive Compensation Plan, the terms of which are set forth herein, as amended from time to time.
- (dd) *“Restricted Period”* means the period of time during which Common Stock subject to an Award is subject to restrictions that make it subject to forfeiture and/or nontransferable.
- (ee) *“Restricted Stock Award”* means an award of Common Stock that is subject to a Restricted Period, granted pursuant to Article III.
- (ff) *“Restricted Stock Unit”* means a right granted pursuant to Article III to receive Common Stock or an equivalent value in cash, in each case subject to the conditions set forth in the Plan and the related Agreement.
- (gg) *“Retirement”* means a Participant’s voluntary cessation of employment, or voluntary cessation of services as a Non-Employee Director, following the Participant’s 65th birthday.
- (hh) *“Subsidiary”* means, with respect to any “person” (within the meaning of Section 3(a)(9) of the Exchange Act, as modified and used in Section 13(d) and 14(d) thereof), as of any date of determination, any other person as to which such first person owns or otherwise controls, directly or indirectly, more than 50% of the voting shares or other similar interests or a sole general partner interest or managing member or similar interest of such other person.
- (ii) *“Surviving Corporation”* means the corporation resulting from a Business Combination referred to in Section 1.03(g)(2)(B) of the Plan, including, without limitation, the surviving corporation in a merger involving the Company and a corporation which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries.
- (jj) *“Voting Stock”* means the securities ordinarily having the right to vote in the election of directors to the Board.

1.04 Administration.

(a) The Plan shall be administered by the Committee, in accordance with Rule 16b-3 under the Exchange Act and Code Section 162(m), if applicable. The Committee shall have the authority, in its sole discretion, at any time and from time to time, subject to any express limitations set forth herein, to administer the Plan and exercise all the powers and authorities either specifically granted to it under the Plan or necessary or advisable in the administration of the Plan, including without limitation, the authority to grant Awards; to determine

the persons to whom and the time or times at which Awards shall be granted; to determine the type and number of Awards granted (including whether an Option granted is an Incentive Stock Option or a Nonqualified Stock Option); to determine the number of shares of Common Stock to which an Award may relate and the terms, conditions, restrictions and performance criteria, if any, relating to any Award; to determine whether, to what extent, and under what circumstances an Award may be settled, cancelled, forfeited, exchanged or surrendered; to make adjustments in the performance goals that may be required for any Award in recognition of extraordinary events affecting the Company or the financial statements of the Company or in response to changes in applicable laws, regulations or accounting principles (in each case, to the extent not inconsistent with Section 162(m) of the Code with respect to Awards intended to qualify as Grandfathered Awards); to construe and interpret the Plan and any Award; to prescribe, amend and rescind rules and regulations relating to the Plan; to determine the terms and provisions of Agreements; and to make all other determinations deemed necessary or advisable for the administration of the Plan.

(b) The Committee may, in its absolute discretion, without amendment to the Plan, (1) accelerate the date on which any Option granted under the Plan becomes exercisable, waive or amend the operation of Plan provisions respecting exercise after termination of service or otherwise adjust any of the terms of such Option, and (2) accelerate the vesting date, or waive any condition imposed hereunder, with respect to any share of Restricted Stock Award, or other Award or otherwise adjust any of the terms applicable to any such Award. Notwithstanding the foregoing, and subject to adjustments for changes in capitalization pursuant to Section 6.01, neither the Board, the Committee nor their respective delegates shall have the authority, without first obtaining the approval of the Company's shareholders, to (A) re-price (or cancel and/or re-grant) any Option or, if applicable, other Award at a lower exercise, base or purchase price, (B) cancel underwater Options in exchange for cash or (C) grant an Option in consideration for, or conditioned on, the delivery of Common Stock to the Company in payment of the exercise price and/or the withholding taxes of an Award. For purposes of this Section 1.04(b), Options will be deemed to be "underwater" at any time when the Fair Market Value of Common Stock is less than the exercise price of the Option.

(c) The decision of the Committee on any question concerning the interpretation of the Plan or its administration with respect to any Award granted under the Plan shall be final and binding upon all Participants (or any person claiming any rights under the Plan from or through any Participant). Notwithstanding the foregoing, the Committee shall not waive any restrictions on a Grandfathered Award. No member of the Committee or the Board (and their delegates) shall be liable for any action taken or determination made in good faith with respect to the Plan or any Award.

(d) To the extent permitted by applicable law, the Committee may delegate to one or more officers or managers of the Company or a committee of such officers or managers, the authority, subject to such terms and limitations as the Committee shall determine, to grant Awards to, or to cancel, modify, waive rights with respect to, alter, discontinue or terminate Awards held by Participants who are not officers or directors of the Company for purposes of Section 16 of the Exchange Act.

1.05 Limitations on Awards. A maximum of 2,750,000 shares may be issued under the Plan, of which a maximum of 858,937 shares of Common Stock may be issued following the Effective Date (all of which may be granted as Incentive Stock Options). The maximum number of shares of Common Stock that may be subject to Awards granted under the Plan to any Participant during any one-year period shall not exceed 500,000 shares. In addition, shares of Common Stock subject to any portion of a terminated, forfeited, cancelled or expired Award granted hereunder (including Awards granted prior to the Effective Date) may again be subject to grants and awards under the Plan as of the date of such termination, forfeiture, cancellation or expiration. Shares of Common Stock that are exchanged by a Participant or withheld by the Company as full or partial payment in connection with the exercise of any Options under the Plan, as well as any shares of Common Stock exchanged by a Participant or withheld by the Company to satisfy the tax withholding obligations related to any Award under the Plan, shall not again be available for subsequent Awards under the Plan. In addition, (i) to the extent an Award is denominated in shares of Common Stock, but paid or settled in cash, the number of shares of Common Stock with respect to which such payment or settlement is made shall again be available for grants of Awards pursuant to the Plan and (ii) shares of Common Stock underlying Awards that can only be settled in cash shall not be counted against the aggregate number of shares of Common Stock available for Awards under the Plan. All amounts in this Section 1.05 shall be adjusted, as applicable, in accordance with Article VI.

1.06 Minimum Vesting Requirement. Subject to Section 1.04 and Articles V and VI, no Award or portion thereof shall provide for vesting prior to the first anniversary of its date of grant; provided, however, that, notwithstanding the foregoing, Awards that result in the issuance of an aggregate of up to 5% of the shares of Common Stock available pursuant to Section 1.05 may be granted under the Plan without regard to such minimum vesting provision.

II. STOCK OPTIONS

2.01 Grant of Options. The Committee may grant Options to Participants and, to the extent Options are granted, shall determine the general terms and conditions of exercise, including any applicable vesting or performance requirements, which shall be set forth in a Participant's Agreement. The Committee may designate any Option granted as either an Incentive Stock Option or a Nonqualified Stock Option, or the Committee may designate a portion of an Option as an Incentive Stock Option and the remainder as a Nonqualified Stock Option. An Option shall expire no later than the close of business on the tenth anniversary of the Grant Date. Any Participant may hold more than one Award under the Plan and any other plan of the Company or Affiliate.

2.02 Incentive Stock Options. Any Option intended to constitute an Incentive Stock Option shall comply with the requirements of this Section 2.02 and shall only be granted to an Employee. No Incentive Stock Option shall be granted with an exercise price below its Fair Market Value on the Grant Date. An Incentive Stock Option shall not be granted to any Participant who owns (within the meaning of Code Section 424(d)) stock of the Company or any Affiliate possessing more than 10% of the total combined voting power of all classes of stock of the Company or an Affiliate unless, at the Grant Date, the exercise price for the Option is at least 110% of the Fair Market Value of the shares of Common Stock subject to the Option and the Option, by its terms, is not exercisable more than 5 years after the Grant Date. The aggregate Fair Market Value of the underlying Common Stock (determined at the Grant Date) as to which Incentive Stock Options granted under the Plan (including a plan of an Affiliate) may first be exercised by a Participant in any one calendar year shall not exceed \$100,000. To the extent that an Option intended to constitute an Incentive Stock Option shall violate the foregoing \$100,000 limitation (or any other limitation set forth in Code Section 422), the portion of the Option that exceeds the \$100,000 limitation (or fails any other Code Section 422 requirement) shall be deemed to constitute a Nonqualified Stock Option.

2.03 Option Price. The Committee shall determine the per share exercise price for each Option granted under the Plan, but no Option shall be granted with an exercise price below 100% of the Fair Market Value of Common Stock on the Grant Date.

2.04 Payment for Option Shares. Payment of the purchase price for shares of Common Stock to be acquired upon exercise of an Option granted hereunder shall be made in accordance with the process and procedures established by the Company and communicated to the Participant which may include, if the Company so approves, payment (a) in cash or by certified check, bank draft or money order at the time of exercise; (b) by tendering shares of Common Stock which are freely owned and held by the Participant independent of any restrictions, hypothecations or other encumbrances, duly endorsed for transfer (or with duly executed stock powers attached); (c) by using a cashless exercise procedure; or (d) by using a net exercise procedure in accordance with the process and procedures established by the Company and communicated to the Participant, or in any combination of the foregoing methods. If shares of Common Stock are tendered in payment of all or part of the exercise price, they shall be valued for such purpose at their Fair Market Value on the date of exercise and payment.

III. RESTRICTED STOCK AWARDS AND RESTRICTED STOCK UNITS; OTHER CASH BASED AND OTHER STOCK BASED AWARDS

3.01 Restricted Stock and Restricted Stock Units. The Committee shall have the authority to grant Restricted Stock Awards and Restricted Stock Units to such Participants and for such number of shares of Common Stock as it shall designate. Such Restricted Stock Awards and Restricted Stock Units shall be evidenced by an Agreement that shall specify the terms thereof, including the Restricted Period, the number of shares of Common Stock subject to the Restricted Stock Award or Restricted Stock Unit, and such other provisions, which may include, among other things, vesting and performance goals, as the Committee shall determine.

3.02 Other Cash Based and Stock Based Awards. The Committee is authorized to grant awards to Participants in the form of Other Cash Based Awards or Other Stock Based Awards, as deemed by the Committee to be consistent with the purposes of the Plan. Such Awards shall be evidenced by an Agreement that shall specify the terms thereof, including the Restricted Period, the number of shares of Common Stock subject to the Award, and such other provisions, which may include, among other things, vesting and performance goals, as the Committee shall determine. The maximum amount that any Participant may receive with respect to Other Cash Based Awards which are intended to be Grandfathered Awards for any annual performance period is \$2,500,000 (and for any other performance period other than one year, such amount multiplied by a fraction, the numerator of which is the number of months in the performance period and the denominator of which is twelve).

IV. GRANDFATHERED AWARDS

4.01 Generally. Grandfathered Awards must comply with additional requirements set forth in this Article IV, which override any other provision set forth in this Plan:

4.02 Payments. Payments under any Grandfathered Award shall be made solely on account of the attainment of one or more objective performance goals established in writing by the Committee not later than 90 days after the commencement of the period of service to which the Award relates (but in no event after 25 percent of the period of service has elapsed).

4.03 Performance Goals. Each Grandfathered Award shall be based upon the attainment of specified levels of Company or Affiliate performance during a specified performance period, as measured by any or all of the following: (a) economic profit; (b) earnings per share; (c) operating income; (d) net income; (e) revenue; (f) book value per share, (g) return on capital; (h) total loan originations; (i) origination quality measures such as charge-off rates, collection rates, dollars collected or similar measures; (j) loan performance measures such as charge-off rates, collection rates, dollars collected; (k) annual profitability; (l) market capitalization (m) business development goals; (n) customer satisfaction goals; (o) employee satisfaction goals; (p) strategic goals; and (q) any combination of any of the foregoing, or a specified increase or decrease of one or more of the foregoing over a specified period. The performance goals may be based upon the attainment of specified levels of performance under one or more of the measures described above relative to the performance of other entities. The Committee shall make equitable adjustments to the performance goals (1) in recognition of unusual or non-recurring events affecting the Company or any Subsidiary of the Company or the financial statements of the Company or any Subsidiary of the Company, (2) in recognition of changes in leverage of the Company or any Subsidiary of the Company affecting the Company or any Subsidiary of the Company or the financial statements of the Company or any Subsidiary of the Company, (3) in response to changes in applicable laws or regulations, including changes in generally accepted accounting principles or practices and changes in tax laws or rates, or (4) to account for items of gain, loss or expense determined to be extraordinary or unusual in nature or infrequent in occurrence, related to the acquisition or disposal of a segment of a business, or related to a change or adjustment in accounting principles as appropriate to accurately reflect performance during a specified period.

4.04 Committee Authority. Once granted, the Committee shall have the discretion to decrease but shall not have discretion to increase the amount earned under a Grandfathered Award, provided, however, that the Committee shall have the authority to make appropriate adjustments in performance goals under an Award as provided under Section 4.03 above.

4.05 Committee Certification. For each performance period, the Committee shall certify, in writing: (a) if the Company or its Affiliate(s) (as applicable) has attained the performance targets; and (b) the cash or number of shares (or combination thereof) pursuant to the Grandfathered Award that shall be paid to each selected Employee or that become freely transferable upon attainment of the performance targets and/or other restrictions. The Committee may not waive all or part of the conditions, goals and restrictions applicable to the receipt of full or partial payment of a Grandfathered Award unless doing so would not cause such Award to fail to be deductible as performance-based compensation under Code Section 162(m). No part of a Grandfathered Award shall be paid or become transferable until the Committee certifies in writing that the performance goals and restrictions have been satisfied.

V. TERMINATION OF EMPLOYMENT AND SERVICES

5.01 Options.

(a) Unless otherwise provided in the applicable Agreement, if, prior to the date that an Option first becomes exercisable, a Participant's status as an Employee, Non-Employee Director, or Independent Contractor is terminated for any reason, the Participant's right to exercise the Option shall terminate and all rights thereunder shall cease as of the close of business on the date of such termination.

(b) For any Nonqualified Stock Option unless otherwise provided in the applicable Agreement and for any Incentive Stock Option, if, on or after the date that the Option first becomes exercisable, a Participant's status as an Employee, Non-Employee Director, or Independent Contractor is terminated (1) for Cause, any unexercised portion of the Option (whether then exercisable or not) shall, as of the time of the Cause determination, immediately terminate, (2) due to death or Disability, then the Option, to the extent that it is exercisable on the date of termination, shall be exercisable only until the earlier of the one year anniversary of such termination or the "expiration date" set forth in the applicable Agreement, and (3) for any other reason (except as provided in the next sentence), then the Option, to the extent that it is exercisable on the date of termination, shall be exercisable only until the earlier of the three month anniversary of such termination or the "expiration date" set forth in the applicable Agreement. For any Nonqualified Stock Option, unless otherwise provided in the applicable Agreement, if, on or after the date that the Option first becomes exercisable, a Participant's status as an Employee or Non-Employee Director is terminated due to Retirement, or is terminated involuntarily (other than for Cause or due to death or Disability) within 6 months following a Change in Control, then the Option, to the extent that it is exercisable on the date of termination, shall be exercisable until the "expiration date" set forth in the applicable Agreement. The Committee, at its discretion, may designate in the applicable Agreement a different post-termination period for exercise of a Nonqualified Stock Option and may extend the exercise period of any Option, but in no event may the post-termination exercise period exceed the tenth anniversary of the Grant Date; it being understood that the extension of the exercise term for an Incentive Stock Option may cause such Option to become a Nonqualified Stock Option.

(c) Shares of Common Stock subject to Options that are not exercised within the time allotted for exercise shall expire and be forfeited by the Participant as of the close of business on the date they are no longer exercisable.

5.02 Restricted Stock Awards and Restricted Stock Units; Other Stock-Based and Cash-Based Awards. Unless otherwise provided in the applicable Agreement, if the status as an Employee, Non-Employee Director, or Independent Contractor of a Participant holding a Restricted Stock Award, Restricted Stock Unit or Other Cash-Based or Stock-Based Award terminates for any reason prior to the lapse of the Restricted Period or prior to satisfaction of the performance requirements of such Award, any shares of Common Stock subject to such Award as to which the Restricted Period has not yet lapsed or been waived or as to which such performance requirements have not been satisfied shall be forfeited by the Participant.

5.03 Other Provisions. In each case unless otherwise required by Section 409A of the Code to avoid the imposition of additional taxes or penalties, (a) neither the transfer of a Participant from one corporation or division to another corporation or division among the Company and any of its Affiliates nor a leave of absence under the Company's leave policy nor (b) the change in Participant's classification as either an Employee, Non-Employee Director, or Independent Contractor shall be deemed to constitute a termination of status as a Participant for purposes of the Plan.

VI. ADJUSTMENTS AND CHANGE IN CONTROL

6.01 Adjustments.

(a) If the Committee shall determine that any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Common Stock or

other securities of the Company, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, or other corporate transaction or event affects the Common Stock such that an adjustment is appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (1) the number and type of shares of Common Stock which thereafter may be made the subject of Awards, (2) the number and type of shares of Common Stock subject to outstanding Awards, and (3) the exercise price with respect to any Option, or, if deemed appropriate, cancel outstanding Options and make provision for a cash payment to the holders thereof; provided, however, in each case, that with respect to Incentive Stock Options any such adjustment shall be made in accordance with Code Section 424 or any successor provision thereto.

(b) The foregoing adjustments shall be made by the Committee or, if such adjustment is required by the Board, then by the Board at the recommendation of the Committee. Any such adjustment shall provide for the elimination of any fractional share that might otherwise become subject to an Award.

6.02 Change in Control. Upon the occurrence of a Change in Control, unless otherwise specified by the Committee in the recipient's Agreement:

(a) with respect to each outstanding Award that is assumed or substituted in connection with a Change in Control, in the event of a termination of a Participant's service to the Company or any Affiliate thereof without Cause during the 24-month period following such Change in Control, on the date of such termination (1) such Award shall become fully vested and, if applicable, exercisable, (2) the restrictions, payment conditions, and forfeiture conditions applicable to any such Award granted shall lapse, and (3) any performance conditions imposed with respect to Awards shall be deemed to be achieved based on actual performance levels;

(b) with respect to each outstanding Award that is not assumed or substituted in connection with a Change in Control, immediately upon the occurrence of the Change in Control, (1) such Award shall become fully vested and, if applicable, exercisable, (2) the restrictions, payment conditions, and forfeiture conditions applicable to any such Award granted shall lapse, and (3) any performance conditions imposed with respect to Awards shall be deemed to be achieved based on actual performance levels;

(c) for purposes of this Section 6.02, an Award shall be considered assumed or substituted for if, following the Change in Control, the Award is of comparable value and remains subject to the same terms and conditions that were applicable to the Award immediately prior to the Change in Control except that, if the Award related to shares of Common Stock, the Award instead confers the right to receive common stock of the acquiring or ultimate parent entity; and

(d) except as would result in the imposition of taxes or penalties under Section 409A of the Code, the Board or the Committee may, in its sole discretion, provide that each Award will be cancelled as of the Change in Control in exchange for a payment in cash or securities in an amount equal to (1) the excess of the consideration paid per share in the Change in Control over the exercise or purchase price (if any) per share subject to the Award, *multiplied by* (2) the number of shares granted under the Award. To the extent required to avoid the imposition of additional taxes under Section 409A of the Code, such Award shall be settled in accordance with its original terms or at such earlier time as permitted by Section 409A of the Code.

VII. MISCELLANEOUS

7.01 Partial Exercise/Fractional Shares. The Committee may permit, and shall establish procedures for, the partial exercise of Options granted under the Plan. No fractional shares shall be issued in connection with the exercise or payment of a grant or award under the Plan; instead, the Fair Market Value of the fractional shares shall be paid in cash, or at the discretion of the Committee, the number of shares shall be rounded down to the nearest whole number of shares, and any fractional shares shall be disregarded.

7.02 Rule 16b-3 Requirements. Notwithstanding any other provision of the Plan, the Committee may impose such conditions on an Award (including, without limitation, the right of the Committee to limit the time of

exercise of an Option to specified periods) as may be required to satisfy the requirements of Rule 16b-3 of the Exchange Act (as such rule may be in effect at such time).

7.03 *Rights Prior to Issuance of Shares; Voting and Dividends.* No Participant shall have any rights as a shareholder with respect to shares of Common Stock covered by an Award until the issuance of such shares as reflected on the books and records of the Company or its transfer agent. No adjustment shall be made for dividends or other rights with respect to such shares for which the record date is prior to the date the shares are issued. Notwithstanding the above, during the Restricted Period, Participants shall be considered record owners of any shares of Common Stock subject to any Restricted Stock Award held by them for purposes of determining who is entitled to vote such shares. In addition, unless otherwise determined by the Committee in the applicable Agreement, Participants who receive a Restricted Stock Award, Restricted Stock Unit, or Other-Stock Based Award shall be entitled to receive dividends or dividend equivalents, as applicable, paid on Common Stock subject to the Award. Such dividend or dividend equivalents shall be subject to the same restrictions as the Award with respect to which they were paid and, unless otherwise determined by the Committee in the applicable Agreement, will be settled in cash or Common Stock, in the discretion of the Committee, at the time that the underlying Award is settled.

7.04 *Non-Assignability.* Unless otherwise determined by the Committee, neither an Award, nor the shares of Common Stock subject to an Award, may be transferred, pledged, assigned, or otherwise alienated or hypothecated by a Participant except by will or the laws of descent and distribution. No transfer of an Award shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and a copy of the will or such evidence as the Company may deem necessary to establish the validity of the transfer and the acceptance by the transferee of the terms and conditions of the Award. Prior to the end of the Restricted Period, all rights with respect to the Common Stock subject to an Award granted to a Participant shall be exercisable during the Participant's lifetime only by the Participant or the Participant's legal representative. During the lifetime of a Participant, an Incentive Stock Option shall be exercised only by the Participant.

7.05 *Securities Laws.*

(a) Anything to the contrary herein notwithstanding, the Company's obligation to sell and deliver Common Stock pursuant to the exercise of an Award is subject to such compliance with federal and state laws, rules and regulations applying to the authorization, issuance or sale of securities as the Company deems necessary or advisable. The Company shall not be required to sell or deliver Common Stock unless and until it receives satisfactory assurance that the issuance or transfer of such shares shall not violate any of the provisions of the Securities Act of 1933, the Exchange Act, any other applicable federal laws, or the rules and regulations of the Securities and Exchange Commission promulgated thereunder or those of any stock exchange or stock market on which the Common Stock may be listed or traded, the provisions of any state laws governing the sale of securities, or that there has been compliance with the provisions of such acts, rules, regulations and laws.

(b) The Committee may impose such restrictions on any shares of Common Stock subject to or underlying an Award as it may deem advisable, including, without limitation, restrictions (1) under applicable federal securities laws, (2) under the requirements of any stock exchange or other recognized trading market upon which such shares of Common Stock are then listed or traded, or (3) under any blue sky or state securities laws applicable to such shares. No shares of Common Stock shall be issued until counsel for the Company has determined that the Company has complied with all requirements under appropriate securities laws.

7.06 *Certificate Legend.* Awards granted under the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Awards are registered in the name of the Grantee, such certificates shall bear the following legend:

The sale or other transfer of the shares of stock represented by this certificate, whether voluntary, involuntary or by operation of law, is subject to certain restrictions on transfer set forth in the Credit Acceptance Corporation Amended and Restated Incentive Compensation Plan (the "Plan"), rules and administrative guidelines adopted pursuant to such Plan and an Agreement dated April 12, 2021. A copy of the Plan, such rules and such Agreement may be obtained from the Secretary of the Company.

Except as otherwise provided under the Plan, if the Restricted Period has elapsed or been waived by the Committee with respect to all or a portion of the Award represented by a certificate, the holder thereof shall be entitled to have the legend removed from such stock certificate with respect to the shares as to which the Restricted Period has elapsed. Any certificate evidencing the remaining shares shall continue to bear the legend. The Company shall have the right to retain any certificate representing shares of Common Stock subject to an Award until such time as all conditions and/or restrictions applicable to such shares of Common Stock have been satisfied.

7.07 Withholding and Taxes. The Company shall have the right to withhold from a Participant's compensation or require a Participant to remit sufficient funds to satisfy applicable withholding for income and employment taxes that become due upon the grant, exercise, vesting, or payment of an Award, as applicable. If a Participant is no longer employed by the Company at the time any applicable taxes with respect to the Award are due and must be remitted by the Company, the Participant shall pay applicable taxes to the Company, and the Company may delay issuance of a certificate or recording the ownership of the Common Stock on the books of the Company until proper payment of such taxes has been made by the Participant. If permitted in an Agreement or by the Committee at the time of exercise of an Option, a Participant may use a cashless exercise or net exercise procedure established by the Committee from time to time, or may tender previously acquired shares of Common Stock or have shares of Common Stock withheld from the shares of Common Stock to be received upon exercise, to satisfy the withholding obligation in whole or in part, such shares being valued for such purpose at Fair Market Value; provided that the Company shall not withhold from exercise more shares than are necessary to satisfy the established requirements of federal, state and local tax withholding obligations.

7.08 Termination and Amendment.

(a) The Board may terminate the Plan, or the granting of Awards under the Plan, at any time. No new grants or awards of Incentive Stock Options shall be made under the Plan after the tenth anniversary of the Effective Date.

(b) The Board may amend or modify the Plan at any time and from time to time.

(c) Notwithstanding anything to the contrary in this Section 7.08, the requisite shareholder approval shall be required if and to the extent the Board or the Committee determines that such approval is appropriate or necessary for purposes of satisfying Sections 162(m) (with respect to Awards intended to qualify as Grandfathered Awards) or 422 of the Code or Rule 16b-3 or other applicable law.

(d) No amendment, modification or termination of the Plan shall adversely affect any Award previously granted under the Plan in any material way without the consent of the Participant holding the Award.

7.09 Effect on Employment or Services. Neither the adoption of the Plan nor the granting of any Award pursuant to the Plan shall be deemed to create any right in any individual to be retained or continued in the employment or services of the Company or an Affiliate.

7.10 Use of Proceeds. The proceeds received from the sale of Common Stock pursuant to the Plan shall be used for general corporate purposes of the Company.

7.11 Shareholder Approval of Plan. The Plan shall be subject to the approval of the holders of at least a majority of the votes cast on the matter at a meeting of shareholders of the Company held within 12 months after adoption of the Plan by the Board. No Award granted under the Plan may be exercised or paid out in whole or in part unless the Plan has been approved by the shareholders as provided herein. If not approved by shareholders within 12 months after approval by the Board, the Plan and any Awards granted under the Plan shall be rescinded.

7.12 Governing Law. The Plan and all actions taken under the Plan shall be governed and construed in accordance with Michigan law.

7.13 Code Section 409A. It is intended that the payments and benefits under this Plan comply with, or as applicable, constitute a short-term deferral or otherwise be exempt from, the provisions of Section 409A of the

Code. The Plan will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Plan to fail to satisfy Section 409A of the Code will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Section 409A of the Code). Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, a Participant shall not be considered to have incurred a termination of employment or service for purposes of this Plan and no payments shall be due to Participant under this Plan providing for payment of amounts on termination of employment or service until the Participant would be considered to have incurred a “separation from service” from the Company within the meaning of Section 409A of the Code. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Plan during the six-month period immediately following Participant’s termination of employment shall instead be paid on the first business day after the date that is six months following Participant’s termination of employment (or upon Participant’s death, if earlier). In addition, for purposes of this Plan, each amount to be paid or benefit to be provided to the Participant pursuant to the Plan, which constitute deferred compensation subject to Section 409A of the Code, shall be construed as a separate identified payment for purposes of Section 409A of the Code. Notwithstanding any provision of the Plan or any Agreement to the contrary, in the event that the Committee determines that any award may or does not comply with Section 409A of the Code, the Company may adopt such amendments to the Plan and the affected award (without Participant consent) or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate to (a) exempt the Plan and any award from the application of Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to award, or (b) comply with the requirements of Section 409A of the Code.

THIS PLAN is hereby executed as of April 12, 2021 in accordance with the Board resolutions adopted on such date.

CREDIT ACCEPTANCE CORPORATION

By: /s/ Charles A. Pearce
Charles A. Pearce
Chief Legal Officer and Corporate Secretary