

PROCREDIT EXPRESS
RISK BASED PRICING AUTOMATED COMPLIANCE OPTION

Take advantage of these main dealership benefits of this compliance option:

- 1. The salesperson can keep the focus on the deal, not the Risk Based Pricing Rule**
- 2. Every unsold showroom visitor gets a follow up letter from a dealership manager**

Subscriber _____ **System ID #** _____

Address _____

City, State, Zip _____

Telephone _____ **Fax** _____

Sold By: _____

THIS AGREEMENT is entered into on this _____ day of _____ between ProCredit Express, a division of Dealer Marketing Services, Inc. (hereinafter referred to as "PCE"), with its principal place of business at 5401 Elmore Avenue, Suite 200, Davenport, IA 52807 and Subscriber named above.

In consideration of the following mutual covenants and promises and for other good value and consideration, the receipt and sufficiency of which are hereby acknowledged, both parties intending to be legally bound hereby warrant, covenant and agree as follows:

1. Description of Mail Delivery Service. PCE will mail the Credit Score Disclosure Exception Notice (hereinafter referred to as "Exception Notice") and a cover letter from Subscriber as determined by Subscriber's selection in Item 2 to Qualifying Consumers. Refer to Schedule A for standard cover letter form and content. Custom cover letters can be designed at extra cost. The term "Qualifying Consumers" for purposes of this Agreement shall mean consumers for whom Subscriber pulled a credit report from one or more credit reporting agency ("CRA"), and to whom Subscriber did not deliver an Exception Notice as indicated in Subscriber's ProCredit xpress software ("System") within 12 hours after the credit report was pulled. The letter and Exception Notice shall be postmarked within three (3) business days after the credit report was pulled.

2. Exception Notice Mailing Selection. The selection made will apply to all consumers who receive the mailing (select one from a, b or c below).

A. Credit Report Used

_____ i. Using the report from one CRA if multiple reports are pulled on a consumer. Number 1, 2 and 3 in order of priority:

- _____ Trans Union
- _____ Experian
- _____ Equifax

_____ ii. Use the credit report with the highest credit score

_____ iii. Use the credit report with the lowest credit score

B. Date of start of Service

_____ i. Start Service upon Subscriber's date of execution of this Agreement

_____ ii. Start Service with credit reports pulled in System _____ days prior to Subscriber's date of execution of this Agreement.

3. Fees and Payment of Fees. Subscriber agrees to pay the sum of **\$0.99** for each consumer to whom an Exception Notice mailing was fulfilled by PCE. Fees are due Net 10 days from invoice date. If any part of any payment due is late, Subscriber agrees to pay a late charge in the amount of 1.5% per month of the payment amount which is late, or if less, the maximum amount allowed by law.

4. Term and Termination. This Agreement shall remain in force until cancelled by either party with a 15-day written notice to the other party. If Subscriber is in default of any terms of this Agreement and fails to cure such default within 5 days after receiving written notice of such default from PCE, PCE may immediately suspend the services provided under this Agreement and terminate this Agreement.

5. Subscriber Information Safeguards and Indemnity. Subscriber and PCE agree to implement and maintain physical, electronic and procedural safeguards as may be reasonably necessary to guard non-public personal information ("Customer Information") on all consumers submitted for the Service. PCE agrees to hold any "Customer Information" to which it has access in strict confidence and shall access "Customer Information" for the explicit business purpose of fulfilling its obligations pursuant to this Agreement. Subscriber agrees to indemnify and hold harmless PCE from any claims, fines and penalties made against PCE in relationship to this Agreement for Subscriber's violations of any federal, state and local law, statute or rule regarding Customer Information confidentiality and safeguards, credit and pre-screening (including but not limited to the Graham Leach Bliley Act and the Fair Credit Reporting Act). PCE agrees to indemnify and hold harmless Subscriber from any claims, fines and penalties made against Subscriber in relationship to this Agreement for PCE's violations of any federal, state and local law, statute or rule regarding Customer Information confidentiality and safeguards, credit and pre-screening (including but not limited to the Graham Leach Bliley Act and the Fair Credit Reporting Act).

6. Limited Warranty and Remedy. PCE warrants it is authorized to use credit report data to perform the Service. PCE makes no warranty, expressed or implied, including but not limited to the adequacy, the merchantability and fitness for a particular purpose, nor the compatibility of the Service provided hereunder with Dealership's intended use of the same, except that PCE will perform its obligations pursuant to this Agreement. The Service is provided on an "As Is, As Available" basis. Furthermore, PCE reserves the right to make PCE RISK BASED PRICING EXCEPTION NOTICE DELIVERY COMPLIANCE OPTION 01-24-12

changes to any and all aspects of the Service, at any time, without any obligation to notify any person or entity of such changes. To be certain that the Service complies with federal, state, and local law, Dealership must consult with and obtain the opinion of the attorney of its choice and at its own expense. In the event any PCE owners, officers, employees or representatives have made any oral or written representations regarding the Service which conflict with this Agreement or any published literature or advertising materials, such statements shall not be deemed warranties, shall not be relied upon by Dealership and shall not be deemed part of this Agreement. THIS SECTION CONTAINS PCE'S ONLY WARRANTY CONCERNING THE SERVICE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, ARISING BY CONTRACT OR BY LAW, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, WHICH WARRANTIES AND REPRESENTATIONS ARE HEREBY DISCLAIMED. PCE will not be liable for any indirect, special, incidental, or consequential damages, including, but not limited to lost profits or exemplary damages, whether due to negligence or other form of tort or contractual liability, even if we have been advised of the possibility of such damages. PCE's total liability relating to this Agreement for breach of contract, negligence, or any other claim shall in no event exceed the fees PCE receives hereunder.

7. Taxes. Dealership shall pay all federal, state, and local taxes, however designated, levied, or based upon the Service, Dealership's license of the Licensed Programs, Dealership's use of the Licensed Programs, this Agreement, or the fees payable under this Agreement, exclusive of taxes based on net income derived by Licensor, even if such fees and taxes are levied during the Term of this Agreement. Dealership shall hold harmless Licensor from all claims and liabilities arising in connection with Dealership's failure to pay such taxes.

8. General

8.1 Force Majeure. Neither party shall be in default if the failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including, but not limited to, power outages, failures or interruptions of communications facilities or equipment of third parties, acts of God, civil commotion, strikes, labor disputes, natural disasters, world events, delay or disruption of shipment or delivery, trespass or interference of third parties, and governmental demands or requirements.

8.2 Multiple Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

8.3 Facsimile copies. The parties agree that if a duly authorized representative of one party signs this Agreement and transmits such Agreement to the other party via facsimile transmission, and a duly authorized representative of the other party then signs such transmission, this Agreement shall have been validly executed by both parties and such fully signed document, and the facsimile of such document bearing all signatures transmitted to the party that originally signed such document shall be deemed as original documents, and shall be acceptable as evidence in a court of law.

8.4 Notices. All notices under this Agreement shall be in writing and shall be delivered: a) personally; b) by overnight courier; or c) by United States Mail, registered or certified, return receipt requested, postage prepaid. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery notice or return receipt or the date the receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth herein, or at such other addresses as the parties may provide in writing from time to time.

8.5 Non-waiver. No failure or delay of either party to exercise any rights or remedies under this Agreement or any Dealership Order shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances.

8.6 Governing Law, Dispute Resolution, Attorney's Fees and Enforcement Costs. This Agreement and all dealings between the parties hereto shall be determined by and are governed by the laws of the State of Illinois. The parties agree that any dispute or claim relating to or arising out of the parties' relationship or this Agreement, including the breach hereof, shall be fully and finally resolved by binding arbitration in accordance with the rules of, and conducted by the American Arbitration Association, in Rock Island County, Illinois and that judgment upon the award rendered may be entered by any court having jurisdiction thereof; provided, however, that this arbitration provision shall not apply; a) to collection actions for payment of fees which shall be subject to the laws of the State of Illinois in the jurisdiction of Rock Island County, Illinois, and; b) to any disputes or claims arising out of Dealerships infringement of Licensor's copyrights or other intellectual property rights in ProMax Online. In the event of any dispute of this Agreement the prevailing party shall be entitled to recover all its expenses related to such dispute including reasonable attorneys' fees and court costs.

8.7 Severability. If any portion of this Agreement is determined to be legally invalid or unenforceable, such portion will be severed from this Agreement and the remainder of this Agreement will continue to be fully enforceable and valid.

The parties acknowledge, by their authorized signatures below, that they have read the terms and conditions of this Agreement and any Schedules, Appendixes and Addendums attached hereto, and agree to be bound thereby. The parties agree that this Agreement and attachments thereto represents the entire agreement between the parties and may not be modified except in a writing signed by authorized representatives of both parties.

Subscriber

Dealer Marketing Services, Inc

By: _____ Date: _____

By: _____ Date: _____

Name: _____ Title: _____

Name: _____ Title: _____

SCHEDULE A
RISK BASED PRICING AUTOMATED COMPLIANCE OPTION

I. Standard cover letter for mail delivery of Exception Notice.

Shaded areas are variables – un-shaded text is standard and can not be changed.

<p>Mr. Steve Miller ① 400 Main Street ① Anytown, USA 12345 ①</p> <p>Dear Mr. Miller: ①</p> <p>I would like to thank you very much for visiting our dealership recently. Although you did not purchase a vehicle during your visit, I want you to know that I am personally available to discuss anything that may have prevented you from doing so.</p> <p>Whatever the reason (payment too high, trade in allowance too low, price too high, we didn't have the right vehicle for you, etc.) I would like the opportunity to help you get the vehicle you really want at a payment and price that fits your budget. You may call me on my direct line at 303-234-5566 ⑥, or you can Email me at johnsmith@abcmotors.com ⑦.</p> <p>Also, I have enclosed the Credit Score Disclosure Notice we are required to provide to you by the federal government since we pulled your credit report to help us determine the best financing terms to offer you. As you can see, this notice shows your exact credit score and where your score falls in relationship to the rest of the country. If you have any questions please feel free to contact me.</p> <p><i>Finally, as a token of our appreciation for visiting our dealership, bring this letter to our service department for ten dollars off an oil and filter change.</i> ⑧</p>	<p>ABC Motors ② 123 Main Street ③ Anytown, USA 12345 ④ 303-234-9876 ⑤</p> <p>Sincerely, <i>John Smith</i> John T. Smith ⑨ General Sales Manager ⑩</p>
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Cover Letter set-up selection. Subscriber must complete this section. Please type or print legibly.

1. This information is automatically entered from ProCredit Express software.
2. Dealership name to appear on letter: _____
3. Dealership street address: _____
4. Dealership City, State and ZIP: _____
5. Dealership phone number: ____ - ____ - ____
6. Contact phone number: ____ - ____ - ____
7. Contact Email: _____
8. If an optional marketing message is desired write it here (Limit to 35 words):

9. Contact name: _____
10. Contact title: _____

Dealership authorization: X _____ Printed name & title _____ Date _____
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