

END USER LICENSE AGREEMENT

BY COMPLETING THE AUTO LOAN PROFILE AND ELIGIBILITY INQUIRY FORM (“PROFILE”) PROVIDED BY [ENTER SERVICE PROVIDE HERE] (“SERVICE PROVIDER”) **ON BEHALF OF THE PREQUALIFICATION AGENT, AUTO EQUITY, INC, ADDRESS 377 FISHER GROSSE POINTE, MI 48230, AND PHONE NUMBER OF 313 885-6007**, YOU (“YOU” OR “THE USER”) ARE AGREEING TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (“AGREEMENT”) DESCRIBED BELOW. YOU UNDERSTAND THAT SERVICE PROVIDER CONTRACTS WITH OTHER SOFTWARE VENDORS, CONSUMER REPORTING AGENCIES, LENDERS, CREDITORS, FINANCIAL INSTITUTIONS, AND/OR OTHER VENDORS AND SERVICE PROVIDERS (COLLECTIVELY “PARTNERS”) WITH REGARD TO LOAN ELIGIBILITY DETERMINATION SOFTWARE, CREDIT APPLICATION PROCESSING SOFTWARE, FINANCING SERVICES, WEB STORAGE AND/OR RELATED TECHNOLOGY AND SERVICES (“SERVICES”) AND THAT THIS AGREEMENT SHALL GOVERN THE TERMS OF SERVICE BETWEEN YOU AND SERVICE PROVIDER.

BY CLICKING THE “I AGREE” BUTTON BELOW, YOU CERTIFY THAT ALL OF THE STATEMENTS IN THIS PROFILE ARE TRUE, ACCURATE, AND COMPLETE AND ARE MADE FOR THE PURPOSE OF IDENTIFYING CREDIT WORTHINESS AND/OR LOAN ELIGIBILITY FOR FINANCING AN AUTOMOBILE. YOU AUTHORIZE SERVICE PROVIDER TO SHARE YOUR PROFILE AND RELATED INFORMATION WITH PARTNERS IN ORDER TO COMPLETE YOUR LOAN ELIGIBILITY DETERMINATION. YOU AUTHORIZE SERVICE PROVIDER AND ITS PARTNERS TO RETAIN AND RELY ON YOUR PROFILE. YOU AUTHORIZE SERVICE PROVIDER AND ITS PARTNERS TO ACCESS YOUR CREDIT REPORT IN A MANNER THAT IS BOTH INVISIBLE TO ANYONE OTHER THAN YOU AND IN A MANNER THAT HAS NOT ADVERSE AFFECT ON YOUR CREDIT SCORE.

BY CLICKING THE “I AGREE” BUTTON BELOW, YOU FURTHER AUTHORIZE SERVICE PROVIDER AND ITS PARTNERS TO SHARE INFORMATION IN YOUR PROFILE AND ANY OTHER CREDIT INFORMATION IT OBTAINS WITH OTHER THIRD PARTIES, INCLUDING BUT NOT LIMITED, LEAD PROVIDERS, AUTOMOBILE DEALERSHIPS, AND CREDITORS, WITH WHICH IT CONTRACTS TO OFFER THE SERVICES, AND WHO MAY BE ABLE TO OFFER OR ARRANGE FOR A DIRECT LOAN AND/OR AUTOMOBILE DEALER FINANCING.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE STATE SPECIFIC DISCLOSURES CONTAINED BELOW IN APPENDIX A RELATED TO YOUR PROFILE AND AGREE TO RECEIVE ELECTRONIC DOCUMENTS UNDER THE TERMS PROVIDED BELOW IN APPENDIX B AND INCORPORATED

HEREIN.

IT IS STRONGLY RECOMMENDED THAT YOU PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

AGREEMENT

This Agreement is between You, as the end user, and SERVICE PROVIDER. SERVICE PROVIDER agrees to provide You with access to its Services, including those completed by its PARTNERS.

You are granted access to the Services via an API (Application Program Interface). Any use of the API, including use of the API through a third-party product or otherwise, is bound by the terms of this Agreement. The Services are implemented using hardware and software to allow you to input, modify, and transmit personal information to and from SERVICE PROVIDER's and its PARTNERS' remote servers through your Web browser.

1. Agreement. By entering into this Agreement, you agree to abide by all terms in this Agreement for use of any and all Services provided by SERVICE PROVIDER.

2. User's Warranties. You warrant that (a) You are at least eighteen (18) years of age or are a duly organized and validly existing entity; (b) You possess the legal right and ability to enter into this Agreement; (c) You have read and understand this Agreement; (d) You agree to be bound by and perform the obligations of this Agreement; (e) You will use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (f) You will be financially responsible for the use of your account; and (g) You have verified the accuracy of the information provided.

3. SERVICE PROVIDER'S Obligations. SERVICE PROVIDER will provide the following services:

3.1. SERVICE PROVIDER'S Auto Loan Profile Form. SERVICE PROVIDER will allow You to access its Services via its website and allow You to complete Your Profile at one of its websites. SERVICE PROVIDER may collect Your name, email address, address, date of birth, social security number, as well as information related to whether You own Your own home, the length of time at that home, Your monthly rent/mortgage payment, the length of Your employment, the name of Your employer, Your occupation, Your monthly income, whether you have declared bankruptcy in the past, and whether you have a consignor available.

3.2. SERVICE PROVIDER'S Services. SERVICE PROVIDER will provide its Services in conjunction with the services and offerings of its PARTNERS. You acknowledge that SERVICE PROVIDER'S Services are subject to the service of PARTNERS and other third parties (including, but not limited to, Internet service providers, telephone service providers, and others) over whom SERVICE PROVIDER and/or PARTNERS have no control. You acknowledge that SERVICE PROVIDER and its PARTNERS make no representations, warranties, or assurances that (i) the Services will meet your

specific requirements; (ii) the Services will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Services will be accurate or reliable; (iv) the quality of any products, services, information, or other material purchased or obtained by You through the Services will meet your expectations; (v) any errors in the Services will be corrected; and (vi) your equipment, software, and communication connections will be compatible with SERVICE PROVIDER's hardware and service. You accept that due to power interruptions, "down time" and/or other factors, or due to any computer or software malfunction, your data may be lost or unavailable by or through SERVICE PROVIDER or its PARTNERS. SERVICE PROVIDER and its PARTNERS have no obligation to provide any backup of your files. Therefore, you are responsible for backing up your own files. SERVICE PROVIDER and its PARTNERS shall not be responsible or liable for lost data or service unavailability, whatever the cause.

3.3. *Temporary Outages for Scheduled Maintenance.* You acknowledge and agree that SERVICE PROVIDER and its PARTNERS reserve the right to temporarily suspend Services for the purpose of maintaining, repairing, or upgrading its systems and network.

4. *Warranties and Limited Liability.*

4.1. *Disclaimer.* ALL SERVICES, SYSTEMS, AND PRODUCTS PROVIDED BY SERVICE PROVIDER AND/OR ITS PARTNERS UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ACKNOWLEDGE AND AGREE THAT SERVICE PROVIDER AND ITS PARTNERS EXERCISE NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, THE CONTENT OF THE INFORMATION PASSING THROUGH SERVICE PROVIDER'S AND/OR PARTNERS' COMPUTERS, NETWORK HUBS, AND POINTS OF PRESENCE, OR THE INTERNET. SERVICE PROVIDER AND ITS PARTNERS DO NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR COMPLETELY SECURE, AND DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO PATENT, COPYRIGHT, TRADE SECRET, OR TRADEMARK INFRINGEMENT. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE, INCLUDING, WITHOUT LIMITATION, ANY FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. SERVICE PROVIDER AND ITS PARTNERS DO NOT MAKE AND HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITIONS OF QUALITY, AND ANY WARRANTIES WITH RESPECT TO PATENT, COPYRIGHT, TRADE SECRET OR TRADEMARK INFRINGEMENT.

4.2. *Limitation of Liability.* IN NO EVENT SHALL SERVICE PROVIDER OR ITS PARTNERS HAVE ANY LIABILITY WHATSOEVER FOR DAMAGE, UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF INFORMATION PROVIDED TO SERVICE PROVIDER AND/OR ITS

PARTNERS, DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES. SERVICE PROVIDER AND ITS PARTNERS SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT OR OTHERWISE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SERVICE PROVIDER AND/OR ITS PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENT OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (v) OR ANY OTHER MATTER RELATING TO THE SERVICES. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. ACCORDINGLY, YOU HEREBY RELEASE AUTO EQUITY FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATION STATED IN THIS SECTION. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, AUTO EQUITY' LIABILITY FOR ANY SUCH DAMAGES IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

5. Term and Termination.

5.1. *Term.* This Agreement shall remain in effect indefinitely, until terminated by You or SERVICE PROVIDER as set forth below. Despite termination by either party, Your representations, warranties, and also Your obligations to indemnify shall survive the termination of this agreement.

5.2. *Termination of Agreement.* This Agreement shall terminate: (i) in the event of a breach by You of any provision of this Agreement; (ii) in the event You provide written notice to SERVICE PROVIDER at least fifteen (15) days prior to the first day of the following month that You desire to Terminate this Agreement.

6. Indemnification. You will defend, indemnify, and hold SERVICE PROVIDER and its PARTNERS harmless and its officers, directors, shareholders, employees, consultants, agents, affiliates and suppliers (an "Indemnitee") from any and all threatened or actual claims, demands, causes of action, suits, proceedings, losses, damages, fines, penalties, liabilities, costs and expenses of any nature, including attorneys' fees and court costs, sustained or incurred by or asserted against any Indemnitee by any person, firm, corporation, governmental authority, partnership or other entity by reason of or arising out of or relating to: (i) your violation or breach of any term, condition, representation or warranty of this Agreement or any applicable policy or guideline; (ii) your conduct, including, but not limited to, your

negligence, gross negligence, or willful misconduct; (iii) your use of the Services, including any improper or illegal uses; (iv) any claim by a former employee of yours whose employment has been or may be terminated in connection with or as a result of the execution of this Agreement and performance of the Services by SERVICE PROVIDER and/or its PARTNERS; (v) any claim relating to your services or products, or your installation and/or use of any third-party software, including, but not limited to, advertising, product liability claims or infringement of any trademark, copyright, patent, trade secrets or non-proprietary right of a third party (including, without limitation, defamation, libel, or violation of privacy or publicity); or (vi) any compromise of your web site security or encryption.

7. General.

7.1. *Entire Agreement and Understanding.* This Agreement constitutes the entire agreement between the parties, and represents the complete and entire understanding of the parties with respect to the subject matter of this Agreement.

7.2. *Modifications.* SERVICE PROVIDER reserves the right to change or modify any of the terms and conditions contained in this Agreement and any policy or guidelines incorporated by reference at any time in its sole discretion. Your continued use of Services, with or without SERVICE PROVIDER'S notice, of any changes or modifications will constitute your acceptance of such changes or modifications.

7.3. *Governing Law, Jurisdiction, and Venue.* You shall first notify SERVICE PROVIDER and together meet before filing any litigation in state or federal court or filing any arbitration documents. Any disputes arising out of or relating to this Agreement, or concerning the validity, interpretation, breach, or violation or termination hereof, will be finally and conclusively settled by arbitration. The parties understand and irrevocably submit to the personal jurisdiction of any such arbitrator and/or arbitration proceeding. The arbitration will be held within the county in which the SERVICE PROVIDER is located, pursuant to the commercial arbitration rules of the American Arbitration Association ("AAA") before a single arbitrator. The arbitrator will decide the claim on the basis of applicable legal principles and will have discretion to award costs and fees. However, the losing party shall be required to pay the prevailing party's reasonable attorney's fees. It is agreed that the determination or award of the arbitrator may be entered as a judgment in any court sitting within the county in which the SERVICE PROVIDER is located or that has jurisdiction over the subject matter.

7.4. *Severable.* The total invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

7.5. *No Waiver.* The failure of either party to enforce any term or condition of this Agreement shall not be deemed a waiver thereof and shall not prevent its later enforcement.

7.6. *Force Majeure.* SERVICE PROVIDER and its PARTNERS shall not be liable for any failure of performance which is due to forces or circumstances beyond its reasonable control.

7.7. *Notices.* Any notices required to be made hereunder must be given in writing and sent via

regular mail to the address provided by the parties.

7.8. *Benefit of SERVICE PROVIDER.* This Agreement shall inure to the benefit of SERVICE PROVIDER and its successors, heirs, and assigns.

7.9. *No Assignment.* This Agreement may not be assigned, transferred, or encumbered by You and any attempt by You to do so shall be null and void and shall constitute a breach of this Agreement.

7.10. *No Fiduciary Relationship or Third-Party Rights.* No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party has the power to bind the other party. No third-party rights are contemplated or created by this Agreement.

Appendix A: State Specific Disclosures

For Maine Applicants

You have the right of free choice in the selection of the agent and insurer through or by which insurance in connection with a loan is to be placed. Obtaining insurance products from a particular agent or broker does not affect credit decisions by the lender.

For New York Applicants

A consumer report may be requested in connection with your application. Upon your request, we will tell you whether or not the consumer report was requested and give you the name and address of the consumer reporting agency that furnished the report.

For Ohio Applicants

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

For Wisconsin Applicants

Wisconsin law provides that no provision of a marital property agreement, a unilateral statement under the marital property law, or a court decree, will adversely affect a creditor's interests unless the creditor, prior to the time the credit is granted, is furnished with a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. If you are making this application individually and not jointly with your spouse, you understand that Wisconsin law requires that your spouse be given notice of this credit obligation.

For Delaware Applicants

Notification - Every licensee shall furnish to every applicant, a copy of this regulation at the time when such application is made. Posting of this regulation in the office of the licensee in a place both prominent and easily visible to all potential applicants shall satisfy this requirement. An explanation as to the contents and limitations contained herein shall satisfy this requirement when transactions occur telephonically. An informational screen containing these limitations with an affirmative acknowledgement by the consumer, prior to application, shall satisfy this requirement for internet transactions.

Interest

(a) A lender may charge and collect interest in respect to a revolving credit plan or closed-end loan at

such a daily, weekly monthly, annual, or other periodic percentage rate or rates as the agreement governing the plan or loan provides, or as established in the manner provided in such agreement. Periodic interest may be calculated on a revolving credit plan using any balance computation method provided for in the agreement governing the plan. Periodic interest may be calculated on a closed-end loan by way of simple interest or such other method as the agreement governing the loan provides.

(b) If the agreement governing the revolving credit plan or closed-end loan so provides, the periodic percentage rate or rates of interest may vary in accordance with a schedule or formula. Such periodic percentage rate or rates may vary from time to time as the rate determined in accordance with such schedule or formula varies and such periodic percentage rate or rates, as so varied, may be made applicable to all or any part of the outstanding unpaid indebtedness or outstanding unpaid amounts. In the case of revolving credit, such rate shall become applicable on or after the first day of the billing cycle that contains the effective date of such variation. In the case of closed-end loan transactions, such rate may be made applicable to all or any part of the outstanding unpaid amounts on and after the effective date of such variation. Without limitation, a permissible schedule or formula hereunder may include provisions in the agreement governing the revolving credit plan or closed-end loan agreement for a change in the periodic percentage rate or rates of interest applicable to all or any part of outstanding unpaid indebtedness or outstanding unpaid amounts, whether by variation of the then applicable periodic percentage rate or rates of interest, variation of an index or margin or otherwise, contingent upon the happening of any event or circumstance specified in the plan or agreement, which event or circumstance may include the failure of the borrower to perform in accordance with the terms of the revolving credit plan or loan agreement.

Additional Fees and Charges; Limitations - If the agreement governing the plan or loan so provides, in addition to, or in lieu of, interest at a periodic percentage rate or rates permitted by Chapter 22, Title 5 of the Delaware Code, the licensee may charge and collect the following fees and charges, subject to the limitations provided below, in respect to revolving credit plans or closed-end loans:

(a) Revolving Credit - with respect to a borrower, a lender may charge, collect, or receive one or more of the following fees and charges under plans subject to the provisions of Subchapter II, Chapter 22, Title 5 of the Delaware Code:

- (i) periodic charges - a daily, weekly, monthly, annual or other periodic charge, in such amount or amounts as the agreement may provide for the privileges made available to the borrower under the plan;
- (ii) transaction charges - a transaction charge or charges in such amount or amounts as the agreement may provide for each separate purchase or loan under the plan;
- (iii) minimum charges - a minimum charge, in such amount or amounts as the agreement may provide for

each daily, weekly, monthly, annual or other scheduled billing period under the plan during any portion of which there is an outstanding unpaid indebtedness under the plan;

(iv) fees for services rendered or reimbursement of expenses - reasonable fees for services rendered or for reimbursement of expenses incurred in good faith by the licensee or its agent in connection with such loan, including without limitation, commitment fees, official fees and taxes, premiums or other charges for any guarantee or insurance protecting the licensee against the borrower's default or other credit loss, or costs incurred by reason of examination of title, inspection, recording and other formal acts necessary or appropriate to the security of the loan, filing fees, attorney's fees, and travel expenses. In the event a borrower defaults under the terms of a plan, the licensee may, if the borrower's account is referred to an attorney (not a regularly salaried employee of the licensee) or to a third party for collection and if the agreement governing the revolving credit plan so provides, charge and collect from the borrower a reasonable attorney's fee. In addition, following a borrower's default, the licensee may, if the agreement governing the plan so provides, recover from the borrower all court, alternative dispute resolution or other collection costs (including, without limitation, fees and charges of collection agencies) actually incurred by the licensee;

(v) overlimit charges - a charge in such amount or amounts as the agreement may provide, for each daily, weekly, monthly, annual or other scheduled billing period under the plan during any portion of which total outstanding indebtedness exceeds the credit limit established under the plan;

(vi) delinquency charges - a late or delinquency charge upon any outstanding unpaid installment payments or portions thereof under the plan which are in default; provided, however, that no more than 1 such late or delinquency charge may be imposed in respect of any single such installment payment or portion thereof regardless of the period during which it remains in default; and provided further, however, that for the purpose only of the preceding provision all payments by the borrower shall be deemed to be applied to satisfaction of installment payments in the order in which they become due.

(vii) returned check charges - a returned check charge may be assessed to consumers, in such amount or amounts as the agreement may provide, provided the amount(s) of such charges are customary and reasonable for checks that are returned unpaid.

(viii) termination fees - a charge in such amount or amounts as the agreement may provide to terminate revolving credit plan.

(ix) charges incurred in connection with real estate secured transactions - in the case of revolving credit secured by real estate such additional charges as outlined in item (3)(c) of this regulation may also be collected within the limitations stated therein.

(b) Closed-end Credit - with respect to a borrower, a lender may charge, collect, or receive one or more of the following fees for loans subject to the provisions of Subchapter III, Chapter 22, Title 5 of the Delaware Code:

(i) fees for services rendered or reimbursement of expenses - reasonable fees for services rendered or for

reimbursement of expenses incurred in good faith by the licensee or its agent in connection with such loan, including without limitation, commitment fees, official fees and taxes, premiums or other charges for any guarantee or insurance protecting the licensee against the borrower's default or other credit loss, or costs incurred by reason of examination of title, inspection, recording and other formal acts necessary or appropriate to the security of the loan, filing fees, attorney's fees, and travel expenses. In the event a borrower defaults under the terms of the loan, the licensee may, if the borrower's account is referred to an attorney (not a regularly salaried employee of the licensee) or to a third party for collection and if the agreement governing, or the bond, note or other evidence of, the loan so provides, charge and collect from the borrower a reasonable attorney's fees. In addition, following a borrower's default, the licensee may, if the agreement governing, or the bond, note or other evidence of, the loan so provides, recover from the borrower all court, alternative dispute resolution or other collection costs (including, without limitation, fees and charges of collection agencies) actually incurred by the licensee;

(ii) deferral charges - a deferral charge may be assessed to a borrower in accordance with an agreement to permit the borrower to defer installment payments of a loan;

(iii) delinquency charges - if the agreement governing the loan so provides, a late or delinquency charge may be imposed upon any outstanding unpaid installment payment or portions thereof under the loan agreement which are in default; provided, however, that no more than 1 such delinquency charge may be imposed in respect of any single such installment payment or portion thereof regardless of the period during which it remains in default; and provided further that no such delinquency charge may exceed 5% of the amount of any such installment or portion thereof in default;

(iv) returned check charge - if the agreement governing the loan so provides, a returned check charge may be assessed to consumers for checks that are returned unpaid provided the amount(s) of such charges are customary and reasonable.

(v) charges incurred in connection with real estate secured transactions - in the case of closed end credit secured by real estate such additional charges as outlined in item (3)(c) of this regulation may also be collected within the limitations stated therein.

(c) Real Estate Secured Transactions - with respect to a borrower, a lender may charge, collect, or receive one or more of the following fees and charges subject to the limitations herein, for loans subject to the provisions of Subchapters II (Revolving Credit) and III (Closed-End Credit), Chapter 22, Title 5 of the Delaware Code when such loans are secured by real estate:

(i) loan origination points - points charged to the borrower on the lender's behalf for any purpose other than to reduce the periodic interest rate applicable to the mortgage loan may not exceed 10% of the principal amount of the loan. Such points may be deducted from the gross proceeds of the loan. For purposes of this regulation "gross proceeds" is the amount financed as defined in Federal Reserve Regulation Z;

(ii) loan discount points - points charged to the borrower as a function of rate for the purpose of reducing

the periodic interest rate applicable to the mortgage loan. Such points may be deducted from the gross proceeds of the loan;

(iii) property appraisal fees - property appraisal fees shall be limited to the amount paid to a third party for such appraisal and shall be limited to those amounts that are customary and reasonable;

(iv) credit report fees - credit report fees shall be limited to the actual cost of the report if paid to a third party, not an employee of the lender or affiliate. Such amounts shall be customary and reasonable;

(v) mortgage loan broker compensation fees - mortgage loan broker compensation may be deducted from the gross proceeds of the loan. Such amounts shall reasonably reflect the value of the goods, services and facilities provided;

(vi) tax certification and service fees - fees for agreements to provide certification of the current tax status of the property as well as fees for ongoing monitoring and notice to the lender of all tax and improvement lien payments as they become due shall be limited to those amounts actually expended for such purposes. Such amounts shall be customary and reasonable;

(vii) flood hazard certification or determination fees - determination fees may be charged for determining whether the property is or will be located in a special flood hazard area. This fee may also include the cost of life-of-loan monitoring. Such amounts shall be customary and reasonable;

(viii) title abstract/search/examination and title insurance premiums - title insurance and/or cost of a title certificate search, examination and binder shall be limited to those amounts actually expended for such purposes. Such amounts shall be customary and reasonable and may, at the borrower's discretion, include owner's coverage in addition to lender's coverage;

(ix) legal fees - legal fees incurred in securing or closing a loan shall be limited to amounts actually paid to an attorney not in the employ of the lender, its parent, or affiliate, and such charges shall not exceed those which are customary and reasonable;

(x) recording/satisfaction fees - recording/satisfaction fees shall be limited to those actually expended by the lender to any governmental authority for protection of interest in collateral tendered. The State Bank Commissioner may approve the payment of alternative fees for this purpose provided the amount of said fee (payable by the borrower) shall not exceed the amount which would be payable to any governmental authority for protection of interest in collateral tendered;

(xi) property survey fees - property survey fees to obtain a drawing that delineates the exact boundaries of a property, including lot lines and placement of improvements on the property, shall be limited to those amounts actually expended for such purposes. Such amounts shall be customary and reasonable;

(xii) pest inspection fees - pest inspection fees to cover inspections for termites or other pest infestation on the property shall be limited to those amounts actually expended for such purposes. Such amounts shall be customary and reasonable;

(xiii) fees incidental to loan closing - other fees and charges including but not limited to: odd days interest, hazard and mortgage insurance premiums, escrow reserves, lender's inspection fees, mortgage

insurance application fees, assumption fees, underwriting fees, document preparation fees, settlement or closing fees, notary fees, funding fees, fees for lead based paint or other inspections and overnight mail fees may be charged and such amounts shall be customary and reasonable;

(xiv) prepayment penalties - a charge in such amount or amounts as the agreement so provides imposed in connection with the payoff and termination of a revolving credit plan or closed end loan secured by real estate;

(xv) notwithstanding the provisions of this item (3)(c) of this regulation, Licensed Lenders who are making mortgage loans pursuant to the rules, regulations, guidelines and/or loan forms established by the State of Delaware or federal governmental or quasi-governmental entity (including, without limitation, the Federal Housing Administration, the Government National Mortgage Association, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation) shall be permitted to charge and collect any fees, charges or sums prescribed to be charged and collected in connection with a mortgage loan originated pursuant to a lending program conducted or supervised by any such entity.

Appendix B: Consent for Electronic Documents Under the Electronic Signatures In Global and National Commerce Act

Please read this information carefully and print a copy and/or retain this information electronically for future reference.

1. Introduction. You are submitting a soft credit application for an automobile loan (“Application”) that may be submitted to SERVICE PROVIDER or its PARTNERS to whom SERVICE PROVIDER may forward your Application. In order to continue this process, SERVICE PROVIDER and its Partners must provide you with certain disclosures, notices, information and documents related to your Application (“Documents”) electronically. This Consent for Electronic Documents informs you of your rights when receiving these Documents electronically. By agreeing to receive Electronic Documents, you acknowledge receipt of this Consent for Electronic Documents, and agree to the electronic delivery of such Documents via the internet to the e-mail address designated on your Application.
2. Hardware and Software Requirements. Before you decide to receive your Documents electronically, you must determine if you have the necessary hardware and software described below to access and retain these Documents electronically. To access your Documents, you will need an electronic mailing address, Adobe Acrobat Reader, and a personal computer or other access device which is capable of accessing the internet. To retain your Documents, your access device must have the ability to either download to your hard drive or any external media storage, or print web pages as well as embedded HTML files.
3. Withdrawing Consent. You may withdraw your consent to receive your Documents electronically at any time (a) from SERVICE PROVIDER by sending an email to the following address [Insert SERVICE PROVIDER email address here] or calling [Insert SERVICE PROVIDER telephone number here] (b) from the Partner which responded to you, by contacting such Partner at the mailing address, e-mail address or telephone number which they provided to you in their response or offer. With the exception of email communications, we will continue the loan process in non-electronic form at no charge. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic Documents will not be affected, and you will not have the option to later receive your Documents electronically.
4. Copies. If you wish to obtain a paper copy of any of the Documents, contact SERVICE PROVIDER by telephone at [Insert SERVICE PROVIDER telephone number here] and request a copy at no charge.
5. Updating Your Contact Information. To update your electronic or mailing address, contact SERVICE PROVIDER by telephone at [Insert SERVICE PROVIDER telephone number here].
6. Consent and Acknowledgement. BY SUBMITTING YOUR PROFILE AND APPLICATION ON THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU CAN ACCESS AND RETAIN THE ELECTRONIC DOCUMENTS IN THE FORMAT DESCRIBED ABOVE, AND YOU CONSENT TO HAVING

SERVICE PROVIDER AND ITS PARTNERS PROVIDE DOCUMENTS TO YOU ELECTRONICALLY
VIA E-MAIL.