THIS SERVICE AGREEMENT ("Agreement") is entered into as of the date of execution set forth below ("Effective Date") between PDP Group, Incorporated, a Maryland corporation ("PDP"), and _____, located at _____, _____, _____("Client")" identified on the signature/billing Simply ELT Schedule of Fees ("Fee Schedule") page. In consideration of the mutual promises and agreements of PDP and the Client set forth herein, PDP and the Client do hereby agree as follows:

RECITALS

A.   [Client] provides financing pursuant to which [Client] retains an ownership or other financial or security interest in the motor vehicles financed for its retail customers or pursuant to which [Client] services including but not limited to leases motor vehicles, installment sale agreements, or loans secured by motor vehicles.

B.   PDP is engaged in the business of title and security interest filing administration and title services. [Client] desires to engage PDP to perform the Services (as hereinafter defined) with respect to vehicles in [Client's] retail vehicle leasing or financing program (the "Program") on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants of the parties set forth herein, the parties hereby agree as follows:

1.   Scope of Work

        1.1   <u>Services</u>. PDP, on a non-exclusive basis, shall provide access to Simplyelt.com. [Client] will use PDP for purposes of receiving and releasing vehicle liens with respect to vehicles under the Program. This Agreement shall not be construed as exclusive to PDP. PDP reserves the right to enter into as many similar or dissimilar agreements as it may deem appropriate.

                (a)   Licensing. PDP will allow Client access to and use of the System (as defined below twenty four hours, seven days a week. The system processes electronic lien notifications issued by various state motor vehicle administrations (the "System").

                (b)   Proprietary System. PDP warrants it is the owner of the System, which is copyrighted and conforms in all material respects to applicable laws.

                (c)   PDP will use commercially reasonable efforts to provide acceptable service levels to meet Client's requirements under Services 1.1. Client will not hold PDP liable for any damages of any kind from use of the System by Client or its affiliates, agents or employees, except as otherwise set forth in this agreement, and except in the case of gross negligence or willful misconduct by PDP or its employees or agents.

                (d)   Technical Support. PDP will provide the following technical support to Client:

                        (i)   Toll free technical support line;

                        (ii)   Tech support available from 8:00 AM to 5:00 PM EST, Monday through Friday;

                        (iii)   Training through an online knowledge base.

                (e) Custom Software Programming. PDP can provide the following programming at the Client's request, in accordance with the rates in the attached Fee Schedule:

                        (i)   Data conversions;
                        (ii)   Specialized reports;
                        (iii)   Import/export data;
                        (iv)   Specialized edits;
                        (v)   Web services;
                        (vi)   Transition services.

(f)　　　The Client shall access the System through the internet. PDP is not responsible to provide Client or its affiliates, agents or employees with internet access. PDP is not responsible if the Client's (or its affiliates', agents' or employees') internet access is unavailable or is incompatible with the requirements of the System.

1.2　　　Data. [Client] or its third-party providers of data will provide complete and accurate data and account information to PDP.   PDP shall maintain copies of [Client's] data at an off-site location, which files shall be updated by PDP at least one time per week.

1.3　　　Provision of Personnel and Equipment. PDP shall provide management and clerical personnel to perform the Services. PDP shall provide and use its own mechanical systems in the performance of this Agreement.

2. Invoices.

(a)　　　The monthly billing cycle begins on the 1st day of each calendar month. PDP will provide Client in portable document format ("PDF") or other electronic format with a monthly invoice for services rendered during a calendar month within five (5) business days after the end of such calendar month. Invoice will contain an itemized listing of all charges for the month, including applicable state pass through charges.

(b)　　　Client will pay all undisputed charges within thirty (30) days of the billing date of the invoice. Payment will be made by checks (payable to PDP Group, Inc.) or Credit Card/PayPal through the system's billing portal.

(c)　　　Should Client dispute any invoice amount, such dispute will be made in writing of which   PDP will acknowledge receipt of such notice in writing within three (3) business days. Should PDP agree as to the validity of the dispute, PDP will reimburse or credit Client. Should PDP not agree with the disputed amount, Client will pay invoice within ten (10) business days.

(c)　　　If Client fails to make payment of any invoice in full within thirty (30) days after receipt of email notification from PDP, PDP may immediately suspend Client's access to the System or terminate the Agreement. Client can pay late invoices via Credit Card/PayPal to gain immediate access upon suspension.

(d)　　　All PDP fees are subject to change on an annual basis at renewal of the Agreement. PDP will notify Client of any increase in PDP fees at least ninety (90) days before the service agreement renewal date. Client will have the right not to accept the renewal rate and to terminate the Agreement as of the renewal date as provided below in Section 3.

(e)　　　If entities (including state DMVs and tag agencies) assess additional fees to PDP (also known as "state pass through charges"), Client shall reimburse these state pass through charges to PDP. All State fees are determined by the individual states and appear on your invoice as state charges. Upon request PDP will provide a complete list of all current state pass through charges. PDP will notify Client of any changes or additions in pass through charges within 30 days of receipt of state notification.

3. Term. The initial term of this Agreement is a one (1) year period (the "Term") commencing on the Effective Date. The Agreement will automatically renew for successive one (1) year periods on the anniversary of the Effective Date (each, a "Renewal Term"). Either party may elect not to renew the Agreement by giving the other written notice thereof no later than sixty (60) days prior to the anniversary of the Term, or Renewal Term, as the case may be.

4. Termination.

(a)　　　Either party may terminate this Agreement for a material breach of this Agreement that is not cured within thirty (30) days after the breaching party receives written notice describing such alleged breach. Either party may terminate this agreement for any reason with ninety (90) days written notice.

(b)　　　In the event of any non-renewal or termination of the Agreement, Client shall pay PDP for all services rendered under the Agreement through the applicable date of termination in accordance with the terms of Sections 2 and 5 of the Agreement, which shall survive any non-renewal or termination of the Agreement in accordance with the terms therein.

(c)　　　Upon non-renewal or termination of this Agreement, PDP will use its commercially reasonable efforts to assist the Client in an orderly transition of data that may be reasonably necessary for a non-disrupted transition.

(d)   Client Information (defined as follows) shall remain the property of the Client. "Client Information" means any personal information or personally identifiable information of its customers as defined in the Federal Privacy Rule (16 C.F.R. Part 13) or the Information Safeguard Rule (16 C.F.R. Part 14) of the Gramm-Leach-Bliley Act. Upon non-renewal or termination of this Agreement, PDP will return the current electronic master file in a mutually agreed upon format and shall destroy the current Client Information and provide an appropriate certificate of destruction for the aforementioned. Archived Client Information will be maintained according to PDP's document retention policy and will not be used in any form by PDP.

(e)   Client will reimburse PDP for all costs and expenses incurred by PDP in connection with the removal or transfer of all Client liens to Client or third party upon the non-renewal or termination of this Agreement in accordance with Section 1(e) of this Agreement.   Client will pay one hour custom programming fee for every state jurisdiction where Client has current liens, if the Client chooses to use transition services.

(f)   The paragraphs (b), (c), (d) (e) and (f) of this Section 4 shall survive the non-renewal or termination of this Agreement for a period of six (6) months.

5. Confidential Information

(a)   <u>Confidential Information</u>. For purposes of this Agreement, the term "Confidential Information" shall mean all information of a confidential or proprietary nature that has been or will be disclosed, to PDP or [Client] (the "Receiving Party") or any of their respective employees, officers, directors, advisors, subcontractors, representatives, agents or affiliates (the "Receiving Party") by the other party (the "Disclosing Party") that relates to the business, business relationships, financial, personnel, operational, marketing, economic, accounting, tax or other affairs of the Disclosing Party, including, but not limited to, (a) information relating to products, including but not limited to product development, product structure and marketing; (b) software and databases developed by or on behalf of a Disclosing Party and provided to PDP or Client; (c) sources of, and arrangements for, the provision of services (including, without limitation, computer, administrative or other support services, and consulting or other advisory services); (d) customer or contact lists or databases; (e) prospectuses, drafts, marketing brochures, analyses, term sheets, compilations, forecasts, projections, studies, notes, work papers or other records containing information of the type described herein, whether prepared by the Disclosing Party or any other person or entity; (f) work product, trade secrets, know-how, or any other intellectual property rights of the Disclosing Party; (g) personnel data; and (h) the terms of this Agreement, including, without limitation, the fees and expenses payable hereunder. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that (a) is or becomes available to the public without a breach of this Agreement or other breach of an obligation of confidentiality to the Disclosing Party; (b) was already known by the Receiving Party before its receipt from the Disclosing Party, provided that such knowledge did not result from a breach of any duty of confidentiality to the Disclosing Party; (c) is developed by the Receiving Party independently of any disclosure that the Disclosing Party made to the Receiving Party; (d) is rightfully received from a third party through no breach of any obligation to keep such information confidential; or (e) is disclosed pursuant to a court order, law or similar compulsion.

(b)   <u>Maintenance of Confidentiality</u>. Each Receiving Party will use reasonable efforts to maintain the confidentiality of the Disclosing Party's Confidential Information, but not less than the same degree of care with which it protects its own Confidential Information. No Receiving Party will disclose or use any Confidential Information of the Disclosing Party other than in the performance of the Receiving Party's obligations under this Agreement. Each Receiving Party may disclose Confidential Information of the Disclosing Party to only those employees, agents, subcontractors or affiliates who have a need to know such Confidential Information to perform its functions under this Agreement and who are bound to protect the Confidential Information of the Disclosing Party from unauthorized use and disclosure. Each Receiving Party will cause its employees, agents, subcontractors or affiliates to comply with this Agreement. Except as provided for herein,each Receiving Party will not otherwise disclose to any unauthorized third party any Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party.

(c)   <u>Disclosures Required by Law</u>. If a Receiving Party is required by law, regulation, governmental action, court order or similar process to disclose any of the Confidential Information of a Disclosing Party, to the extent legally permissible, it will promptly notify the Disclosing Party in writing prior to making any such disclosure in order to allow the Disclosing Party to seek a protective order or other appropriate remedy from the proper authority. Each Receiving Party agrees to cooperate with all reasonable requests of the Disclosing Party, at the Disclosing Party's expense, in seeking such order or other remedy. Each Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal or regulatory body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information of the Receiving Party that is required and will exercise commercially reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information so disclosed.

(d)   Return of Confidential Information.   All Confidential Information disclosed by the parties under this Agreement (including information in computer software or held in electronic storage media) shall be and shall remain the sole and exclusive property of the Disclosing Party. Upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party, or, as requested by the Disclosing Party in its sole discretion, shall erase and/or destroy the current Confidential Information of the Disclosing Party, promptly upon written request. All paper files and paper records will be returned by the parties in substantially the same condition as they were maintained by the Disclosing Party, reasonable wear and tear excepted. Disclosing Party Confidential Information will be maintained according to the Receiving Party's document retention policy and will not be used in any form by the Receiving Party, its affiliates, or any of its employees, agents or subcontractors. Notwithstanding the foregoing, each Party shall be permitted to retain (a) copies stored in accordance with the Receiving Party's archival and backup policies; and (b) that portion of Confidential Information which consists of analyses, studies, reports, compilations or other documents prepared by said Party or its representatives for legal, regulatory or internal purposes. Such copies will continue to be treated as confidential on the terms hereof."

(e)   Intellectual Property.   PDP may provide [Client] access to certain proprietary systems or applications developed by PDP or its affiliates (collectively, the "PDP IP"). [Client] acknowledges and agrees that the PDP IP, including without limitation program code, specifications, logic, computer systems, design, ideas, techniques, know-how and procedures contained therein and all related documentation are confidential intellectual property exclusively owned by PDP or an affiliate. This Agreement does not grant and shall not be construed to grant any license or right to use the PDP IP except as expressly authorized in writing by PDP. [Client] and its employees shall not disclose PDP IP or any part thereof to any third party, including affiliates, except as expressly authorized by PDP. [Client] shall not (a) copy, use, modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the PDP IP, its applications or its code (or any part thereof); (b) work around any technical limitations in the PDP IP; (c) sell, lease, publish, transfer or otherwise make the PDP IP, or any rights thereunder available to others; (d) attempt to gain unauthorized access to the PDP IP or their related systems or networks; or (e) access the PDP IP or use the PDP IP to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. [Client] shall: (i) keep all PDP IP passwords secure and confidential; (ii) be solely responsible for all activity within the PDP IP; and (iii) must use commercially reasonable efforts to prevent unauthorized access to [Client's] account(s), and notify PDP promptly of any such unauthorized access.

The provisions of Section 5 shall survive the non-renewal or termination of this Agreement.

6. Data Privacy and Security.   Client shall implement reasonable security procedures and practices to protect personally identifiable information contained within the System. Client represents that it, and any of its agents, subcontractors, or service providers, complies with applicable data privacy and security laws and standards, and undertakes administrative, technical, and physical safeguards to protect personally identifiable information from unauthorized access, acquisition, use, modification, and disclosure.

7. Limitation of Liability.   IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT OR ANY OTHER CAUSE OF ACTION.

8. Indemnification. From and after the date of this Agreement and for a period of six (6) months following the termination of this Agreement, PDP shall indemnify [Client] and its officers, directors, employees, subcontractors and agents, from and against any and all losses, damages (excluding incidental, consequential, special or punitive damages, lost profits or diminution in value), taxes (excluding income taxes or franchise taxes), and expenses, including reasonable legal fees and expenses, arising out or on account of, or resulting from any loss, theft or destruction of any title records while in the possession or control of PDP.   From and after the date of this Agreement, Client shall indemnify PDP and its and its officers, directors, employees, subcontractors and agents, from and against any and all losses, damages (excluding incidental, consequential, special or punitive damages, lost profits or diminution in value), taxes (excluding income taxes or franchise taxes), and expenses, including reasonable legal fees and expenses, arising out or on account of, or resulting from any loss or claim resulting from the negligence, gross negligence, or willful misconduct of Client, Client's improper use of PDP IP, or Client's provision of false or misleading information.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to choice of law provisions.

10. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be submitted to and finally determined by arbitration in Baltimore, Maryland before an arbitrator mutually agreed upon by both parties within thirty (30) days after such dispute, claim or controversy arises. The arbitration proceedings

Service Agreement Version: A200304

shall be conducted in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS as in effect on the date that such dispute, claim or controversy arises. Each party shall bear its own costs and attorneys' fees related to the arbitration, provided that the party that is not the prevailing party (as determined by the arbitrator) shall bear the costs of the arbitrator and shall reimburse the reasonable attorneys' fees and costs of the prevailing party. Judgment on any arbitration award may be entered into by any court having jurisdiction. Any post-award proceedings shall be conducted in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Either party shall have the right to bring an action in any court of competent jurisdiction without first resorting to the procedures described in this Section 10 to seek interim or provisional relief, including injunctive relief.

11. Survival. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement, including without limitation Sections 5 ("Confidential Information") 7 ("Limitation on Liability"), and 8 ("Indemnity").

12. Severability. Any provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the person intended to be benefited by such provision or any other provision of this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together will constitute one single agreement between the parties. Facsimile or other electronically transmitted signatures shall be deemed original signatures for all purposes.

14. Assignment. No party shall assign this Agreement or delegate its responsibilities hereunder without the prior written consent of the other party. PDP may assign this Agreement to a wholly-owned subsidiary or affiliate controlled by or under common control with PDP, provided that PDP remains liable for such subsidiary's or affiliate's performance under the Agreement.

15. Abuse. If PDP shall determine in its sole discretion that Client shall have abused or engaged in unauthorized use of the System or otherwise used the System in violation of any law, then PDP may immediately terminate this Agreement and all of the Client's rights to access and use the System.

16. Fees

16.1 Billing; Customer must initial below to be Lienholder Billed or Client Billed which means each month a single invoice will generate for all lienholders or branches enrolled in ELT.

Customer has elected to be **billed (please initial below):**

_____Lienholder Billed - each month separate invoices will generate for each lienholder or branch under the main client.

_____ Client Billed - each month a single invoice will generate for all lienholders or branches enrolled in ELT.

16.2 PDP FEES: Customer shall pay PDP for services rendered as follows:

Product Detail	Sales Price
Electronic Title Lien Received[1]	$2.75 per title
Inbound Account Transmissions (optional)	$0.25 per record
Lien Filing (in states where applicable)	$1.00 per lien filing
Convert Paper Title to Electronic (in states where applicable)	$2.00 per title
Rush Release (in states where applicable)	$10.00 per transaction
Custom Programming (optional)	$100.00 per hour
State Pass Through Charges (in states where applicable)	Varies by state [2]

[1]Electronic Title Lien Received is a required fee.

[2] As DMV programs evolve, new processes and transactions may become available to you. If a fee applies, PDP will communicate these fees in advance of implementation.

STATE FEES

If entities (including state DMVs and tag agencies) assess additional fees to PDP ("state pass through charges"), Customer shall reimburse these state pass through charges. A ten (10) percent surcharge will be placed on all state pass through charges.

A complete list of all current state pass through charges are available upon request.

We, the undersigned, agree to the terms and conditions of this Agreement.

| [Client Name]
Signature: _____

Name: _____

Title: _____

Date: _____

Company: _____
Address 1: _____
Address 2: _____
City: _____
State: _____ Zip: _____
Phone: _____ | PDP Group, Inc.
Signature: _____

Name: _____

Title: _____

Date: _____
Company: PDP Group, Inc.
Address 1: 10909 McCormick Road
City: Hunt Valley
State: MD, 21031
Phone: 410-584-2037 |

Service Agreement Version: A200304