

Addendum to Credit Report Service Agreement – 700Credit Services

This Addendum to Credit Report Services Agreement (the "Addendum") between 700 Credit, LLC ("700Credit") and Client is being entered into for the purposes of setting forth additional terms and conditions regarding 700Credit's provision of the services as described herein.

700Credit and Client agree that if the following services are selected by Client on Pricing Schedule attached to this Addendum, the following terms and conditions, as applicable, shall apply:

700CREDIT QUICK SCREEN SERVICES

QuickScreen Services will be performed at the election of Client by request through 700Dealer.

Client Representations and Warranties

Client represents and warrants:

- That it has contracted with a Lender(s) that will provide financing to a consumer whose consumer report has met certain minimum credit criteria.
- That it has a permissible purpose for obtaining the QuickScreen Services, as set forth in section 604(c)(1)(B) of the FCRA, in connection
 with a credit transaction that is not initiated by the consumer.
- 3. That it can originate, hold and service the financing contract for those responding consumers who meet the minimum credit criteria but whose contract is not assumed by a Lender.
- That it [Client] shall request and use the QuickScreen Services solely in connection with a single credit offer transaction with a consumer.
- 5. That it will use reasonable measures to identify consumers and will accurately provide the applicable credit bureau with complete identifying information about the consumer inquired upon in the form specified by the applicable credit bureau.
- 6. Client shall not use QuickScreen Services for the purpose of making a firm offer of insurance.
- 7. When requesting QuickScreen Services, Client will relay Client's credit criteria and/or criteria range information.
- 8. Client shall be responsible for installing the necessary equipment, software and security codes to prevent the unauthorized access of the applicable credit bureau's database.
- 9. That it has a present intention to grant credit to all individuals on any final prescreen list for its prescreen programs.
- 10. That each individual on the prescreen list, after all prescreen processing has taken place, will be made a firm offer of credit (as that term is defined in the Fair Credit Reporting Act (FCRA)) in writing.
- 11. That any mailer, script or solicitation materials distributed in connection with such firm offer of credit shall meet the requirements of the FCRA, including as interpreted by applicable caselaw, and be reviewed by Client's legal and/or compliance department.
- 12. That it will use the prescreen services solely in connection with its prescreen program(s).
- 13. That, acknowledging that Client (while in compliance with the FCRA) may condition its offer on the consumer continuing to meet the selection or any applicable criteria bearing on creditworthiness or if applicable, being able to furnish any required collateral provided it was established before the selection of the consumer for the offer of credit, at no other time will Client take adverse action, as defined in the Equal Credit Opportunity Act, with respect to any applicant on the basis of any prescreen services.
- 14. Client will ensure that it maintains an auditable record of delivering to each individual the prescreen offer in writing. Such delivery must be performed and certified by a senior manager authorized to bind Client to the firm offer represented in such offer (e.g., the finance and insurance Manager for auto dealers) and contemporaneous with the initial communication of the prescreen offer to the individual.
- 15. Client will maintain on file for five(5) years the selection criteria, along with other criteria used to determine creditworthiness, and any collateral requested as a condition of the offer.
- 16. Client may request full credit reports after a prescreen program on those consumers who accept Client's offer of credit. Those back end reports may be used only to verify (1) that the consumer continues to meet the specific criteria initially used to select the consumer for the offer; or (2) the information in the consumer's application for the credit, to determine that the consumer meets the specific criteria bearing on credit worthiness or insurability.
- 17. That it shall request and use the QuickScreen Services solely in connection with transactions involving the consumer as to whom such information is sought and will not request or use such Services for purposes prohibited by law.
- 18. In the event of a Non-Response, Client shall make no attempt to learn or understand the specific reason a Non-Response on an individual consumer was transmitted.
- 19. Client shall refrain in any direct mail or telemarketing solicitation related to QuickScreen Services from referring to any selection criteria or any presumed knowledge about the recipient.
- 20. Client understands that: (a) a Non-Response does not necessarily indicate, and should not be understood to mean, that the consumer failed to meet the credit criteria; and (b) a Non-Response may be returned for many other reasons, including, but not limited to, system unavailability, inquiry format error, no record being found on file, an election by the consumer to be excluded from credit transactions that are not initiated by the consumer and the presence of an existing credit relationship between the Subscriber and the consumer.
- 21. Client shall ensure all applicable staff understand and are trained on the nature of a Non-Response, with such training including, but not limited to, clear prohibition on the use of a Non-Response as a factor in the sales process with the consumer.

- 22. Pursuant to industry practices, the applicable bureau will truncate each Social Security number returned to Client, and Client understands and agrees that those numbers will only be used internally for identification purposes in connection with solicitation respondents. Client will not allow the numbers to show on the mailing face of the offer, nor will Client use them in the solicitation materials.
- 23. Client may obtain certain additional items of information regarding consumers as agreed between the parties on a project-by-project basis in connection with Prescreen Services. If Data Attributes are delivered to Client's processor in connection with Credit Prescreening Services, Client agrees not to identify the meaning of the Data Attributes to that processor.
- 24. Client will, upon a credit bureau's request, provide to that bureau a copy of any mailer, script, or solicitation materials so requested for review prior to distribution. Notwithstanding anything in this Agreement or in any other agreement between the parties to the contrary, the parties agree that the reviewing bureau will not be providing any legal advice to Client with respect to its prescreen programs. Client is solely responsible for determining the legality of the use of any of the Information Services by Client. Additionally, the reviewing bureau disclaims any liability in connection with any review of any mailer, scripts or solicitation materials created by Client. Client's use of such marketing materials is at its and their own risk and any review does not constitute its agreement that Client's firm offer program complies with applicable law, nor does it relieve Client of its obligation to perform its own independent review to ensure that its firm offer program fully complies with any applicable contractual, legal or regulatory requirements.

25. For Equifax services:

- a. Client must notify Equifax if Client desires to use Service Providers in connection with any prescreen program. Equifax will cause each Service Provider to execute an agreement acceptable in form and substance to Equifax, before Equifax will provide any lists or information to that Service Provider. Equifax will not be liable for any actions or inactions of the Service Provider in connection with the prescreen program.
- b. Client will deliver to Equifax a permissible purpose certification in the form acceptable to Equifax in connection with each prescreen project.

26. For Experian services:

- a. Only Client's finance managers, Sales Managers or Client's finance manager's designated non-sales employees of Client (who currently lawfully have access to consumer credit reports) that have been previously trained by Client's finance managers shall have access to the QuickScreen Services. Salespersons shall not have access to the QuickScreen Services.
- b. Client shall offer the QuickScreen Services only to qualifying consumers prior to a consumer taking a test drive of a vehicle.

700Credit Duties

- 27. 700Credit shall sell to Client QuickScreen Services to determine whether a consumer meets Client's minimum credit criteria, as communicated to 700Credit by Client.
- 28. 700Credit on behalf of Client shall maintain all criteria used to select the consumer to receive the offer and any requirements of collateral for a three (3) year period beginning on the date in which the offer is made,
- 29. When requesting QuickScreen Services, 700Credit on behalf of Client will relay all requested type codes and keywords.

Client Duties

- 30. As part of 700Credit's credentialing process, Client shall identify each and every Lender it may utilize and verify directly with each such identified Lender that the Lender provides financing to consumers who purchase their vehicle through the Client. Client agrees to maintain a list of lenders that support the QuickScreen Services and shall make the list available to 700Credit on request.
- 31. Client shall utilize the QuickScreen certificate provided by 700Credit, which shall evidence Client's intent to make a firm offer of credit, and shall contain the disclosures required by Section 615(d) of the FCRA. Specifically, such firm offer shall include the following:
 - a. A clear and conspicuous statement that
 - i. information contained in the consumer's consumer report was used in connection with the transaction;
 - ii. the consumer received the offer of credit because the consumer satisfied the criteria for credit worthiness under which the consumer was selected for the offer;
 - iii. if applicable, the credit may not be extended if, after the consumer responds to the offer, the consumer does not meet the criteria used to select the consumer for the offer or any applicable criteria bearing on credit worthiness or does not furnish any required collateral;
 - iv. the consumer has a right to prohibit information contained in the consumer's file with any consumer reporting agency from being used in connection with any credit transaction that is not initiated by the consumer; and
 - v. the consumer may exercise the right referred to in subparagraph iv, above, by notifying a notification system established by the applicable credit bureau for exercising such right.
 - b. the address and toll-free telephone number of the notification system established by the applicable credit bureau as noted in subparagraph 0, above; specifically:



| | TransUnion | Experian | Equifax |
|--------|--------------------------------|--------------------------------|--------------------------------|
| Online | www.optoutprescreen.com | www.optoutprescreen.com | www.optoutprescreen.com |
| Phone | 888-5-OPT-OUT (888-567-8688) | 1-888-50PTOUT (1-888-567-8688) | 1-888-50PTOUT (1-888-567-8688) |
| Mail | TransUnion Name Removal Option | Experian | PO Box 740123 |
| | P.O. Box 505 | PO Box 919 | Atlanta, GA 30374-0123 |
| | Woodlyn, PA 19094 | Allen, TX 75013 | |

- 32. Client shall make a firm offer of credit to each consumer that passes the minimum credit criteria established by Client and delivered to 700Credit, including such post-screen criteria as permitted by law ("Additional Terms and Conditions").
- 33. Client shall not withdraw or withhold the firm offer (1) at any time after the QuickScreen Services has been delivered to Client or (2) after the offer is made except as permitted by the FCRA. Client shall use the QuickScreen Services for the foregoing purpose and no other purpose and will not share it with any party who is not acting at the direction of Client (such as a mail shop or telemarketing firm).
- 34. Client certifies that they shall present QuickScreen Certificate to each consumer that passes the QuickScreen criteria. Any consumer for which the QuickScreen Certificate has not been confirmed delivered by Client will be mailed a QuickScreen [_____] Certificate by 700Credit.
- 35. Client shall not cancel the delivery of firm offers of credit at any time after 700Credit has delivered the QuickScreen Services to Client, provided that the consumer continues to satisfy Client's Additional Terms and Conditions as permitted by law.
- 36. Client certifies that the QuickScreen product will not be utilized for any consumer who has already applied for credit in any fashion or who has inquired about available financing, pre-screens or pre-qualifications, or credit extensions. For clarification, any consumer who has made such an inquiry in any manner shall be submitted for a complete credit report in lieu of the QuickScreen process.

700Credit Products and Fees

Prescreen Product Pricing

| Bundle Package | Cost | Transactions in Bundle | Cost Per Transaction Over |
|--------------------|---------|---------------------------|---------------------------------|
| ☐ Bundle Package 1 | \$49.00 | 30 | \$1.63 |
| ☐ Bundle Package 2 | \$99.00 | 65 | \$1.52 |

Prescreen Additional Fees

| | TransUnion | Experian | Equifax |
|-----------------------------|------------|----------|---------|
| FICO Scorecard Surcharge | \$0.65 | \$0.30 | \$0.55 |
| Vantage Scorecard Surcharge | \$0.10 | \$0.10 | \$0.10 |
| FACTA | N/C | N/C | \$0.18 |

Batch Prescreen Product Pricing

| Batch Volumes | | Cost per Transaction | | |
|-----------------------------|--------|----------------------|----------|---------|
| 0 – 1000 | | \$0.44 | | |
| 1,000 – 5,000 | | \$0.39 | | |
| Over 5,000 | | \$0.34 | | |
| Additional Fees | | | | |
| | TransU | nion | Experian | Equifax |
| FICO Scorecard Surcharge | \$0.5 | 0 | N/A | \$0.10 |
| Vantage Scorecard Surcharge | \$0.1 | 0 | N/A | \$0.10 |

Credit Bureau & Scorecard Selection

| TransUnion FICO Auto 04 | Experian FICO Auto 08 |
|---------------------------|-----------------------|
| ☐ TransUnion FICO Auto 08 | Experian FICO Auto 09 |
| ☐ TransUnion FICO Auto 09 | Experian FICO 08 |
| ☐ TransUnion FICO 08 | Experian FICO 09 |
| ☐ TransUnion FICO 09 | Equifax FICO Auto 08 |
| ☐ TransUnion Vantage 3 | ☐ Equifax Vantage 3 |
| ☐ TransUnion Vantage 4 | Equifax Vantage 4 |

Additional Products and Fees

| ☐ Impl | lement a monthly transactional cap of transac | tions. | | | |
|---|---|----------------|--|--|--|
| THE PRICING, SELECTION OF THE APPLICABLE PRODUCTS, THE TERMS AND CONDITIONS CONTAINED IN THIS ADDENDUM SHALL ONLY APPLY TO THE RELATIONSHIP BETWEEN 700CREDIT AND CLIENT AND ONLY FOR THE SERVICES AS DESCRIBED IN THIS ADDENDUM. | | | | | |
| THIS ADDENDUM SHALL BE EFFECTIVE AS OF THE DATE SPECIFIED BELOW AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PREVIOUSLY EXECUTED CREDIT REPORT SERVICES AGREEMENT BETWEEN CLIENT AND 700CREDIT. | | | | | |
| AGREED: | | 700CREDIT, LLC | | | |
| Client: | | | | | |
| Signature: | | Signature: | | | |
| Name: | | Name: | | | |
| Position: | | Position: | | | |
| Date: | | Date: | | | |

\$1.29

Firm Offer of Credit Mail House



Appendix A - Configuration Guide

The below Minimum Pre-Approval Criteria defines which consumers will pass Client's pre-screen program. Anyone that passes the below criteria, Client must arrange for them and procure the delivery of a firm offer of credit. Client must select the minimum scorecard level that Clients applicants can qualify for with their lenders The Additional Terms & Conditions section defines additional criteria that the consumer will have to meet, and will be listed on the certificate that client will be providing consumer.

| that | t client will be pro | oviding consumer. |
|-------------|---|--|
| Mi | | proval Criteria |
| - | Minimum FICO S | |
| | Select Only | |
| | | 721 and above |
| | | 701 and above |
| | | 676 and above |
| | | 651 and above |
| | | 626 and above |
| | | 601 and above |
| | | 551 and above |
| | | 500 and above |
| - | Minimum 21 yea | ars of Age |
| - | No Open Bankru | |
| - | Consumer has no | ot opted out of Prescreen offers |
| <u>Ad</u> | ditional Terms | s and Conditions |
| disp con | olayed in the pres ditions: - Minimum verifi - You have been - Your vehicle pa income - You must conti - That your down deficit in your o | umer to qualify for this program the following Additional Terms and Conditions must be met and are creen certificate which will be presented to the consumer. Changes can be made to these liable gross monthly income of \$2,000.00 Pre-Selected for an Auto Loan from \$5,000 to \$50,000 lyment cannot exceed 30% of your gross monthly income lyment plus your other current monthly payments must not exceed 60% of your gross monthly nue to meet the criteria used to select you for this offer and our credit worthiness criteria in payment meets our equity requirements; and that you furnish the required vehicle. Any equity current vehicle must be paid or refinanced with your new vehicle iteria you would like to see be a part of your prescreen configuration: |
| Clie | | |
| ડાgr | nature: | |

Name:

Date: