

**AGREEMENT FOR  
INTERNET ONLINE PAPERLESS TITLE SYSTEM**

This Agreement (“Agreement”) is made by and among

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(Print Bank Name)

(hereinafter referred to as “Bank”); PBA Services Corporation, (hereinafter referred to as “PBASC”); and FDI Collateral Management, Inc., (hereinafter referred to as “FDI”).

This Agreement is effective as of \_\_\_\_\_ (“Effective Date”).

WHEREAS, Bank desires to implement an online electronic lien and title retrieving process (“Process”) for retrieving lien information in connection with automobile loans; and

WHEREAS, PBASC develops relationships with third party service providers to provide certain services that it does not offer; and

WHEREAS, PBASC has entered a relationship with FDI for the provisions of an “Online Paperless Title System” to Banks; and

WHEREAS, the Online Paperless Title System is defined as an electronic transfer, search and storage program for vehicle title records on the internet and similar media and shall be referred to herein as the “Services.”

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**I. Duties of FDI**

1. FDI, using PBASC as its designee for sales and marketing, will provide Bank the software, internet links and related connectivity or media to enable Bank to access and utilize the Services defined in this Agreement.
2. FDI will provide Bank customer support through FDI’s Help Desk which is available through a toll-free number listed in Exhibit A, attached hereto and made a part hereof. FDI will also provide customer support through electronic media listed in Exhibit A.
3. FDI will provide Bank with on-line access to title and title administration follow-up information via FDI’s virtual private network, also known as and referred to herein as the Collateral Management System.
4. FDI will provide PBASC access to the Collateral Management System demonstration site for use in training Bank. Subsequent training may be provided by FDI and/or PBASC at Bank’s request on a fee basis. FDI will provide online training, without charge, to Bank for any upgrades, patches and new versions of the Collateral Management System.
5. FDI will provide PBASC sales executives with user manuals related to the Collateral Management System.

6. FDI will provide Bank with the data required to research any unmatched titles or FDI may be utilized to resolve exceptions.

## **II. Duties of PBASC**

1. PBASC will provide sales, marketing, training and administrative support to Bank in connection with the Services.
2. PBASC will assist Bank in determining what hardware or software is necessary to interface or utilize FDI's Collateral Management System and any related system or processes to enable Bank to access the Services.
3. PBASC will assist Bank in accessing the appropriate Internet links or channels with the aim or obtaining reports and manipulating data in conjunction with the Collateral Management System.
4. PBASC will assist Bank in setting up its release file and providing lien release data to FDI via the Internet.
5. PBASC will provide Bank with the initial training on the use of the Collateral Management System, as described in Article I, at the onset of the program. PBASC or FDI may provide Bank with the subsequent training described in Article I.
6. PBASC will invoice the Bank, on a monthly basis, for all titles processed through FDI according to the costs and prices indicated on Exhibit A.
7. PBASC will provide Bank with the training materials and user's manuals related to the Services and the Collateral Management System.

## **III. Duties of Bank**

1. Bank will acquire the hardware and software necessary to process information transactions. This equipment may already be available in the Bank's office.
2. Bank will provide loan data to FDI in a format mutually agreeable to Bank and FDI.
3. Bank will provide lien release data to FDI in a format mutually agreeable to Bank and FDI.
4. Bank shall resolve mismatches between lienholder records and records of the appropriate state Department of Transportation or titling authority.

## **IV. Representations and Warranties**

1. FDI represents and warrants:
  - a) The Services will be provided in a manner consistent with the intended purpose of providing Bank with the receipt of loan information, receipt of title via the Collateral Management System, receipt of information related to matching title and loan information by vehicle identification number ("VIN") and the identification of title and account discrepancies.

- b) The Services and any related processes are, and will remain throughout the term of this Agreement, in compliance with all federal and state laws and regulations.
  - c) The Services and any related data exchange between Bank and FDI's software and processes will be done with the aim of accurately retrieving lien and title information for Bank's use in connection with its automobile loans.
2. PBASC represents and warrants:
- a) PBASC is duly authorized by FDI to demonstrate and sell FDI's software and services.
  - b) PBASC has obtained the necessary training on FDI's software and services to deliver the training services described in this Agreement.
3. Bank represents and warrants:
- a) Bank, to the best of its knowledge and belief, is in compliance with, and will remain throughout the term of this Agreement, all federal state laws and regulations.

#### **V. Costs**

Costs for the implementation of the Process and the provision of Services, including the prices per title/records are outlined in Exhibit A to this Agreement. After the Initial Term (as defined below), PBASC has the right to change the prices/fees outlined in Exhibit A after providing sixty (60) days written notice to Bank. Bank understands and agrees that the prices and costs set out in Exhibit A are special, discounted prices, available only to members of the Pennsylvania Bankers Association. In the event that Bank discontinues its membership in the Pennsylvania Bankers Association, the costs and prices listed in Exhibit A may change.

#### **VI. Term and Termination**

1. The "Initial Term" of this Agreement will be one (1) year from the Effective Date of this Agreement. Upon expiration of the initial term, this Agreement will be renewed automatically for successive one (1) – year periods (the "Renewal Terms"). Any party may terminate this Agreement with or without cause at any time after the Initial Term by delivery of thirty (30) days written notice to the other parties.
2. Any party may terminate this Agreement upon notice to another party in the event of a breach by another party which is not cured within thirty (30) days from the date of notice.

#### **VII. Warranty Disclaimer**

Except for those warranties expressly stated in Article IV of this Agreement, neither FDI nor PBASC makes any warranties, express or implied, including the implied warranties of merchantability or fitness for a particular purpose, with respect to the Process, the Services, the Collateral Management System or any other service to be performed hereunder.

#### **VIII. Miscellaneous**

1. Notice. All notices, requests, consents or other communications required or permitted hereunder shall be addressed to the parties at the address set forth below in writing and shall be deemed to have been

given if (i) personally delivered, upon delivery; (ii) mailed by first class, registered or certified mail, postage prepaid, three (3) business days after deposit into the United States mail; (iii) sent next day delivery by reputable overnight private delivery service generally used for business purpose, the next business day; or (iv) via facsimilie, upon receipt of a facsimilie transmittal sheet confirming delivery as follows:

PBASC: PBASC  
PO Box 152  
Harrisburg PA 17108

FDI: FDI Collateral Management, Inc.  
9750 Goethel Road  
Sacramento CA 95827

Attention: Kimberly Ramberger

Attention: Marc Ehlman

Bank: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

2. Governing Law and Venue. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions and proper venue for the resolution of all disputes arising hereunder shall be Harrisburg, Pennsylvania.
3. Severability. Should any term of this Agreement be determined by a court of competent authority to be unenforceable, the remaining terms and conditions shall remain in force and effect until the Agreement is terminated according to its terms.
4. Assignment. Neither the duties of Bank, FDI nor PBASC may be assigned to any other person or entity without the prior written consent of the other parties to this Agreement. Notwithstanding the foregoing, Bank acknowledges that FDI will perform all duties related to the provision and operation of the Services. PBASC duties are limited to those expressly indicated in this Agreement.
5. Indemnification. Each party hereby agrees to indemnify, defend and hold the others harmless from any and all claims, liabilities, actions, expenses, excluding attorneys fees and court costs, and demands asserted or arising out of such party's acts and omissions in connection with the Process and performance of the Services.
6. Authority. The execution and delivery of this Agreement and the execution and delivery of all other instruments, documents and agreements to be delivered pursuant to the provisions of this Agreement, if any, have been duly and validly authorized by each of Bank, PBASC and FDI. This Agreement is and such other instruments, documents and agreements will be legal, valid and binding upon Bank, PBASC and FDI in accordance with their terms.
7. Compliance. Each party has complied and is in compliance, in all material respects, with all federal, state, municipal and other statutes, rules, ordinances, and regulations applicable to it, its operation and performance under this Agreement.
8. Survival. Sections 1, 2, 5, 8 and 9 of this Article VIII shall survive the termination of this Agreement.
9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Waiver. Any waiver by any party of any breach of any term or condition of this Agreement shall not be deemed a waiver of any other breach of such term or condition, nor shall the failure of any party to enforce such provision constitute a waiver of such provision or of any other provision, nor shall such action be deemed a waiver or release of any other party for any claims arising out of or connected with this Agreement.

11. Amendment. This Agreement may only be modified by a written agreement executed by the party or parties against whom it is to be enforced.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the Effective Date written above.

BANK

PBA Services Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Email address: \_\_\_\_\_

IT Contact: \_\_\_\_\_

FDI COLLATERAL MANAGEMENT, INC.

By:



Title: Sr. VP Sales & Marketing

Contact Name: James C. Pierce

Telephone Number: 916-854-5469

Email Address: [jpierce@fdielt.com](mailto:jpierce@fdielt.com)

## Exhibit A

### Fees

Service Description	PBA Member Price	Non-Member Price
Training Fee	\$350	\$400
Titles/Records Received (Per Month)	\$4	\$4

**NOTE:** Banks who process a large volume of liens (50-75+ per month) may opt for FDI to develop a standard new loan file, which streamlines processing and transmission. **This software set up has an additional one-time fee of \$250.**

**FDI Help Desk Phone Number (Client Support) – 800-594-1470**

**FDI Primary Contact: Marc Ehlman - 800-594-1470 ext. 5451 or mehlman@fdielt.com**

**PBASC Primary Contact: Kimberly Ramberger – 717-255-6928 or kramberger@paBanker.com**



## FDI Bank Administrator Contact

**EACH BANK SHOULD HAVE A MINIMUM OF TWO ADMINISTRATORS**

*The administrators are bank personnel who will be responsible for managing users on the FDI system*

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Administrator 1: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Administrator 2: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Administrator 3: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Administrator 4: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

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**(For PBASC Use Only)**

PBASC Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

**MV-37 (8-07)**

Department of Transportation  
 PA Department of Transportation  
 Research and Support Operations Section  
 P.O. Box 68269  
 Harrisburg, PA 17106-8269

## Application for Enrollment/Change in Electronic Lien and Title System

▲ For Department Use Only ▲

This form is to be used by financial institutions and other lienholders to enroll in Pennsylvania's Electronic Lien and Title (ELT) Program, and to modify an ELT account with the Department.

<b>A ACTION REQUESTED - To Be Completed by Financial Institution</b>			
This application is for (check one):			
<input type="checkbox"/> Initial Enrollment in ELT Program - (Complete Sections B and C)		<input type="checkbox"/> Change of Financial Institution Address - (Complete Section B)	
<input type="checkbox"/> Change of Integrator - (Complete Sections B and C)		<input type="checkbox"/> Change of Financial Institution Name - (Complete Section B)	
<input type="checkbox"/> Removal from ELT Program - (Complete Section B)			
<b>FIN# _____ (Required for all selections above, except Initial Enrollment)</b>			
<b>B LIENHOLDER INFORMATION - To Be Completed By Financial Institution</b>			
Name of Financial Institution/Lienholder			ABA Number
Mailing Address	City	State	Zip Code
Name of Authorized Representative (Please Print)	Date	Telephone Number (    )	Name of ELT Integrator - (Choose From Option Below) <input type="checkbox"/> VINTEK <input type="checkbox"/> FDI <input type="checkbox"/> PDP Group
<b>C INTEGRATOR AUTHORIZATION - To Be Completed by Integrator</b>			
ELT Contract Authorized by: (Print Name of Authorized Integrator Employee)		Title of Integrator Employee	
E-mail Address of Integrator Contact Person	Telephone Number (    )	Requested ELT Start or End Date for Lienholder <input type="checkbox"/> Start <input type="checkbox"/> End	

**Approved ELT  
 Service  
 Providers:**

VINtek, Inc.  
 1735 Market Street  
 9th Floor, Suite 900  
 Philadelphia, PA 19103  
 (215) 563-3320  
 lhood@vintek.com

FDI Collateral Management  
 9750 Goethe Road  
 Sacramento, CA 95827  
 (800) 594-1470  
 imp@fdielt.com

PDP Group, Inc.  
 10909 McCormick Road  
 Hunt Valley, MD 21031  
 (410) 584-0429  
 mcborys@pdpgroupinc.com

**To become a participating lienholder, the following conditions and requirements must be understood and adhered to by all applicants. Please take time to read and comply with the following:**

- Financial Institutions must complete Sections A and B, then forward this form to the selected service provider.
- This completed application *must be submitted to PennDOT by the authorized service provider* named in Section B via e-mail.
- Lienholder must contract with one of PennDOT's approved ELT service providers for transmission of all vehicle and title data.
- Lienholder may connect to service provider in one of three ways:
  - \* Develop own software to interface with ELT service provider.
  - \* Purchase software on market to interface with ELT service provider.
  - \* Purchase software from ELT service provider.
- The lienholder agrees to provide Financial Institution Number (FIN) assigned by PennDOT, to all automotive dealers utilizing selected lienholder services.
- The lienholder must work directly with the contracted service provider's Help Desk to resolve all ELT discrepancies and data transmission issues.
- The lienholder agrees to protect the confidentiality of the information and data to which lienholder has access. At no time will the lienholder furnish to any person, association or organization any vehicle or title data received from PennDOT without PennDOT's prior written consent.
- The lienholder has no proprietary rights to the information received from PennDOT.

- The lienholder understands that PennDOT and its employees shall not be liable to the lienholder for any damage, costs, lost production or any other loss of any kind for failure of PennDOT's equipment, hardware or software or for the loss of consequential damages that are the result of any other type of failure.
- Authorization may be terminated by either party upon giving 30 days written notice to the other party. In the event of termination, PennDOT is released from any and all obligations to the lienholder.

Upon approval of this form, the applicant financial institution is authorized to begin participating in the following ELT transactions:

- a. **Lien Verification** - Allows the lienholder to verify they are the lienholder for a specific Title or VIN number.
- b. **Rejection of Lien** - Allows a lienholder to reject the lien establishment transaction, as sent by PennDOT, when the lienholder believes the record was established in error.
- c. **Rejection of Changed Vehicle Data** - Allows the lienholder to reject the changed vehicle transaction, as sent by PennDOT, when the lienholder has no corresponding record on their file.
- d. **Change Owner Address** - This transaction is used by the lienholder to update the owner's address at any time while its electronic lien is in place.
- e. **Change Owner Address and Release Lien** - This transaction is used by the lienholder to update the owner's address and then release its electronic lien, resulting in an unencumbered paper title issued to the owner at the new address.
- f. **Release Lien** - This transaction is used by the lienholder to release its electronic lien, resulting in an unencumbered paper title issued to the owner.
- g. **Release Lien to a Dealer** - This transaction is used by the lienholder to release its electronic lien when a vehicle loan is paid off by a vehicle dealer, resulting in a paper title issued to the dealer.
- h. **Convert ELT to Paper Title** - This transaction is used by the lienholder to convert an electronic title to a paper title with the lien information intact, resulting in a paper title issued to the lienholder.
- i. **Converting Existing Paper Title to ELT** - This transaction is used by the lienholder to convert a paper title with lien to an electronic title with lien.

----- **FOR DEPARTMENT USE ONLY** -----

\_\_\_\_\_  
Name of PennDOT Reviewer

\_\_\_\_\_  
Date

Approve

Disapprove

Reason(s): \_\_\_\_\_

Action:  Forward for System Update

Return to Service Provider

Return to Lienholder