

**STATE OF GEORGIA
COUNTY OF FULTON**

**AGREEMENT FOR ELECTRONIC LIEN AND TITLE PROGRAM
BY AND BETWEEN THE GEORGIA DEPARTMENT OF REVENUE
AND _____, LICENSEE**

This AGREEMENT FOR ELECTRONIC LIEN AND TITLE PROGRAM (hereinafter the "Agreement"), is made and entered into as of this ____ day of _____, 20____, by and between the Georgia Department of Revenue (hereinafter the "Department"), an agency of the State of Georgia, whose address for purposes of this Agreement is Suite 15300, 1800 Century Blvd., Atlanta, GA 30345-3205 and _____, (hereinafter "Licensee"), a _____ (business entity form), whose address for purposes of this Agreement is _____ (the Department and Licensee are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, O.C.G.A. § 40-3-23 empowers the Department to issue certificates of title and maintain records regarding motor vehicles that are titled in the State of Georgia; and

WHEREAS, O.C.G.A. § 40-3-23 provides that motor vehicle title records may be disclosed as required under the federal Driver's Privacy Protection Act of 1994 (hereinafter referred to as "DPPA"), 18 U.S.C. §§ 2721-2725 *et seq.*, or by certain statutorily designated users; and

WHEREAS, O.C.G.A. § 40-3-26 provides that the Department is required to issue certificates of title to first security interest holders or lienholders (collectively referred to as "SI"), who record their security interests or liens in the title; and

WHEREAS, O.C.G.A. § 40-3-26 provides that the Department is authorized to enter into agreements with SI to provide an electronic means to deliver certificates of title, whereby security interests or liens are recorded with the Department without issuing paper certificates of title to SI; and

WHEREAS, the Department recognizes that SI may contract the services of third party service bureaus or software providers, to receive certificates of title from the Department on behalf of such SI; and

WHEREAS, the Parties desire to process and receive electronic certificates of title through the Department's Electronic Lien and Title Program

Process (hereinafter "ELT"), whereby the Licensee gives notice of the security interests or liens of the SI it represents, and the Department issues an electronic acknowledgement of the security interests or liens without issuing paper certificates of title; and

WHEREAS, a Licensee may inquire in the ELT system whether there are any security interests or liens present on a specifically designated motor vehicle (hereinafter referred to as an "Inquiry"); and

WHEREAS, a Licensee may initiate, correct, release, transfer, demand, or relinquish a security interest or lien, or similarly utilize the ELT system for processing, in a manner other than through an Inquiry (hereinafter referred to as a "Transaction"); and

WHEREAS, the Licensee will serve as agent and attorney-in-fact for certain SI now and in the future when obtaining limited motor vehicle information, (hereinafter "Records") from the Department on behalf of such SI; and

WHEREAS, the Parties desire that Licensee obtain from the Department, and the Department provide to Licensee, the Records on behalf of such SI.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreement contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Purpose and Term

1.1 The purpose of this Agreement is to establish the parameters for the use of ELT and of Records.

1.2 The term of this Agreement shall commence on the date hereof and shall expire at 11:59 P.M. on June 30, 2012 (hereinafter the "Initial Term") unless earlier terminated or extended as specified herein.

1.3 Upon the mutual agreement of the Parties, provided this Agreement is not earlier terminated and that the Licensee is not in default, the term of this Agreement may be extended for a period of four (4) consecutive one-year terms beyond the Initial Term. Each term shall begin on July 1st and end on the subsequent June 30th and shall be upon the terms and conditions contained herein. The Initial Term and each subsequent term shall be collectively referred to as the ("Term").

1.4 The Agreement may be extended, as provided for in Section 1.3 above, by the Licensee notifying the Department of its desire to extend the Agreement for one additional year, on or before May 1st of the year on which

this Agreement is due to terminate. Such extension shall be effective, unless the Department notifies the Licensee of its refusal no later than June 15th of the same year.

1.5 Notwithstanding any provision herein, the Department shall have the sole and exclusive right to terminate this Agreement, with or without cause, by giving the Licensee thirty (30) days written notice (hereinafter referred to as the "Termination Letter"). Upon such termination, the Department shall provide the Licensee with a final invoice for all Records not previously billed but made available to Licensee on or before the date of the Termination Letter. Licensee shall remit payment in full satisfaction of the final invoice within thirty (30) days of receipt of the Termination Letter.

1.6 In consideration of these services rendered the Licensee shall pay the Department an annual user cost in the amount of one thousand dollars and no cents (\$1,000.00) for maintenance of the ELT system and helpdesk support.

1.7 In addition to the Licensee's user cost, Licensee shall pay the Department the following amount per Transaction:

\$0.75 for each Transaction up to two thousand five hundred (2,500) Transactions per month; and

\$0.55 for each Transaction over two thousand five hundred (2,500) Transactions per month.

1.8 In addition to the Licensee's user cost, Licensee shall pay the Department the following amount per Inquiry:

\$1.75 for each Inquiry up to ten thousand (10,000) Inquiries per month; and

\$1.50 for each Inquiry over ten thousand one (10,001) Inquiries but less than twenty thousand (20,000) Inquiries per month; and

\$1.00 for each Inquiry over twenty thousand (20,000) Inquiries per month.

1.9 The Department shall invoice Licensee monthly.

1.10 Any billing disputes between Licensee and the SI shall not relieve Licensee of its obligation to pay the Department and Licensee shall, at all times, be responsible to the Department for the payment obligations under this Agreement.

1.11 Licensee shall remit payment in full to the Department within thirty (30) days from the date of each invoice. Payment shall be made to the Department by electronic wire transfer as specified by the Department.

1.12 SI must appoint Licensee as its agent or attorney-in-fact prior to the Licensee requesting any Records from the Department.

1.13 For any Transactions or Inquires that are not solely for the Permitted Uses as described herein, the Licensee shall be charged a fee of two dollars and no cents (\$2.00) per Inquiry or Transaction that is not a Permitted Use. In addition, the Department reserves the sole and exclusive right to prohibit such SI from participation in ELT.

1.14 In no way shall this Agreement be construed to grant the Licensee or SI the right to issue Temporary Operating Permits (TOP). Should any party desire to issue TOP's, such party must enter into a separate agreement with the Department.

2. Use of Records

2.1 The Records being provided are not generally subject to the State of Georgia's open records provisions. However, as permitted by the laws of the State of Georgia, the Department is making the Records available to Licensee solely and exclusively for the following uses as set forth in Section 2.2 herein (these uses heretofore and hereinafter shall be referred to as "Permitted Uses").

2.2 Licensee, as agent and attorney-in-fact for certain SI's may obtain motor vehicle records from the Department solely for the reason of verifying a security interest on behalf of a customer for whom the SI or Licensee has been appointed the customers attorney-in-fact. Licensee shall ensure that any SI to whom the Licensee passes any information received from the Department shall not disclose such information to any third party for any reason without prior written consent of the Department.

2.3 Licensee shall not divulge, authorize or permit, through act or omission, any of its employees, agents, consultants, or representatives to divulge to others the Records or information contained therein for any use other than Permitted Uses.

2.4 The Records shall be limited to information consisting of the natural person's name, address and recorded security interest or liens, if any.

2.5 The method by which the Department will make the Records available to Licensee shall be within the sole discretion of the Department. Licensee, at its sole cost and expense, shall furnish any and all materials necessary for the Department to make the Records available to Licensee.

2.6 SI shall not disclose or sell, or authorize or permit through act or omission, any of their employees, agents, consultants or representatives to disclose or sell the Records.

2.7 Licensee and SI shall ensure that they, their agents, employees or others working at their direction comply with all security provisions outlined in Section 10 of this Agreement. Licensee and SI shall immediately notify the Department by telephone if fraud or abuse is suspected or confirmed, and provide written notification of the fraud or abuse, containing all facts therein, within three (3) business days of notification by telephone.

2.8 Licensee and SI shall maintain a current list of persons and entities authorized to access the Department's motor vehicle records, including but not limited to their agents, employees or others working at their direction. Licensee and SI shall make the list available to the Department upon demand.

3. Confidentiality of Motor Vehicle Records.

3.1 The Licensee agrees that this Agreement is subject to O.C.G.A. § 40-2-130 and § 40-3-23, and the Federal Driver Privacy Protection Act, 18 U.S.C. § 2721, and that all personal information and vehicle information which is considered privileged and confidential under federal and Georgia law, and is contained in any title information forwarded to the Licensee or SI under this Agreement will not be released by the Licensee to any individual or other legal entity without prior written consent of the Department. Any release of information by the Licensee to any unauthorized individual or other legal entity will result in the Department terminating this Agreement immediately. Notwithstanding any other time limits herein, the Department may terminate this Agreement for such unauthorized use or disclosure by written notice to the Licensee, such notice to be effective upon facsimile ("FAX") transmission or electronic PDF to Licensee or five (5) days from the date of mailing of such notice.

3.2 The Licensee agrees to contact the Department immediately upon discovering that the Department has sent, to the Licensee, by electronic or any other means, ELT data or records intended to be sent to another entity. Notwithstanding any other time limits set forth herein, the Department may terminate this Agreement by written notice to the Licensee for failure to immediately report such error to the Department, such notice to be effective upon facsimile transmission to Licensee or five (5) days from the date of mailing of such notice.

4. Certification Testing

The Licensee agrees to participate in certification testing as established by the Department for each SI they represent. Further, it is expressly understood that ELT participation for each such Licensee is subject to passing the certification test and no ELT transactions will be accepted until the Department's Information Technology Division advises the Licensee in writing that all requirements have been satisfied.

5. The ELT Process

5.1 The Department agrees to provide the Licensee with access to its secure website for certain ELT Transactions and Inquiries.

5.2 All costs incurred by the Licensee to participate in ELT will be the Licensee's sole responsibility including but not limited to certification testing.

5.3 The Licensee will provide, at its own expense, all necessary equipment to interface with the website and send/receive file transfers. The Licensee shall bear all responsibility for maintenance of such equipment.

5.4 The Department has no obligation to make any payments to the Licensee for participating in the ELT process.

6. The Motor Vehicle Record Request Process

6.1 Upon receipt of a request from the SI requesting title and security interest or lien information of a vehicle, Licensee shall request the Records from the Department.

6.2 The Licensee may request and obtain the Records from the Department through the Department's secure electronic process (hereinafter referred to as the "Process"). The Department shall hold title to any software developed by the Department pursuant to this Agreement.

6.3 Each request for motor vehicle information submitted by Licensee shall include the motor vehicle identification number (VIN) make, model and year. Motor vehicle model information shall be submitted in conformity with Department standards.

6.4 If the Department matches the motor vehicle information submitted by Licensee to a vehicle contained within its motor vehicle registration and title records, the Department shall report the last known owner's name and address,

current title number and any security interest or lien information to the Licensee in an electronic format specified by the Department.

6.5 If the Department cannot match the motor vehicle information submitted by Licensee to a vehicle contained within its motor vehicle registration and title records, the Department shall report a "non-match" in an electronic format specified by the Department. If the motor vehicle information submitted by the Licensee does not match the information contained in the motor vehicle registration records as a result of a change in ownership of the vehicle, no information about the new owner of the vehicle will be provided.

6.6 If the Department is unable to identify the vehicle for which the motor vehicle information is requested, the Department shall return an "insufficient information" message in an electronic format specified by the Department.

7. Agency Agreement

7.1 Licensee shall enter into agreements with SI's whereby an SI designates Licensee as its agent and attorney-in-fact for the purposes of this Agreement. Each such agreement shall hereinafter be referred to as ("Agency Agreement") and shall be in the form as set forth on the Exhibit "A" which is attached hereto and incorporated by reference herein.

7.2 Licensee shall provide the Department with a copy of the Agency Agreement prior to releasing any information provided by the Department to the SI.

7.3 The Department, at its sole and exclusive option, may decline to release Records to a specific SI. The Department will notify Licensee of its decision to not release Records in response to a specific SI's request. Upon receipt of the Department's notification, Licensee agrees not to release any Records to the SI set forth in the Department's notification.

7.4 Prior to any use of the ELT system, Licensee must notify the Department of a new SI and remit corresponding payment.

8. Termination

8.1 Should the Department, in its sole discretion, determine that Licensee is failing to substantially comply with the terms of this Agreement, the Department shall provide written notice thereof. As soon as is practicable, but no more than five (5) business days after receipt of said notice, the appropriate representatives of the Parties shall meet to discuss the conditions serving as the basis of said notice. The Department shall as

determined solely by Department, specify a reasonable time period during which the conditions must be corrected. In the event such conditions are not thereafter corrected, the Department, in its sole discretion may terminate this Agreement upon written notice to Licensee within three (3) calendar days of such failure to comply.

8.2 This Agreement may immediately be terminated by the Department in the event that any of the following occurs:

- (a) The Licensee becomes insolvent, or begins liquidation, or dissolution proceedings,
- (b) The Licensee is the subject of a voluntary or involuntary petition of insolvency under any state insolvency law;
- (c) The Licensee makes an assignment for the benefit of creditors;
- (d) The Licensee has a proceeding for the appointment of a receiver, custodian, trustee or similar agent initiated against it;
- (e) A breach of the Agreement occurs between the Parties;
- (f) The Licensee ceases its normal course of business; or
- (g) The Agreement fails to meet any new requirements and regulations that may be issued or promulgated by the Department, the State of Georgia, or the Federal Government, and such failure is not remedied by the Parties within thirty (30) days thereafter.

8.3 Termination initiated by the Licensee must be directed to the attention of the State Revenue Commissioner, Georgia Department of Revenue, 1800 Century Blvd, Suite 15208, Atlanta, Georgia 30345.

8.4 The Department may terminate this Agreement at any time, with or without cause, by giving the Licensee thirty (30) days written notice.

9. Indemnification and Hold Harmless Clause

9.1 The Licensee agrees to be bound by all of the indemnifications executed by and between the SI it represents and the Department.

9.2 Licensee agrees to indemnify and hold harmless the Department and its officers, agents and employees, for any resulting damage or loss due to any error or transmission of inaccurate information by the Licensee or any third party vendor of the Licensee, resulting in erroneous release or satisfaction of lien by the Department.

9.3 Licensee agrees to indemnify and hold harmless the Department and its officers, agents and employees from any and all claims, actions, damages or losses which may be brought or alleged against the Department, its employees or agents for unauthorized disclosure of information, error or omissions, or delays, or from equipment, software or communication failures,

except such failure due to *force majeure* arising from the activities performed as described in this Agreement.

10. Security

10.1 The Licensee shall develop procedures for controlling access to the Process so that only personnel authorized by such Licensee has access to communication data flow hardware and software. Authorized users will be appropriately identified. The Licensee will maintain a list of its employees with authorized access to information provided by the Department under this Agreement. Such list will be provided to the Department upon request.

10.2 The Licensee agrees to preserve the security of the communications data flow to and from the Department.

11. Security Requirements

The Licensee is required to maintain an information security program consistent with International Standards Organization (ISO) 17799. This standard will be used as a guideline to protect the confidentiality of any data acquired from the Department. All of the data obtained from the Department is considered sensitive and will only be disclosed on a need to know basis. Any intermediate data extracts or whole data files created for the purpose of processing the Department's data into the Licensee's systems shall be removed after ninety (90) days. The Department's data may reside in the Licensee's final system of residence for the Licensee's statutory retention period. The following listed ISO references are pertinent to this Agreement and transfer of motor vehicle information between the Department and Licensee. This does not any way void the remaining references included within ISO 17799.

ISO 17799 Ref#	Title	Control
4.2.2	Security requirements in third party contacts	Arrangements involving third party access to organizational information processing facilities shall be based on a formal contract containing all necessary security requirements.

6.1.3	Confidentiality agreements	Employees and contractors shall sign a user confidentiality agreement as part of their initial terms and conditions of employment.
5.2.2	Information labeling and handling	A set of procedures shall be defined for information labeling and handling in accordance with the classification scheme adopted by the organization
6.3.1	Reporting security incidents	Security incidents involving unauthorized disclosure of Department records shall be reported through appropriate management channels as quickly as possible.
7.1.2	Physical entry controls	Secure areas shall be protected by appropriate entry controls to ensure that only authorized personnel are allowed access to servers that store motor vehicle records.
7.2.6	Secure disposal or re-use of equipment	Information shall be formatted a minimum of seven times from equipment that once contained motor vehicle records prior to disposal or re-use.
8.5.1	Network controls	Networks shall be adequately managed and controlled, in order to be protected from threats, and to maintain security for the systems and applications using the network, including information in transit.
8.6.1	Management of removable computer media	The management of removable computer media, such as tapes, disks, cassettes and printed reports shall be controlled.

8.6.2	Disposal of media	Media shall be disposed of securely and safely when no longer required. (overwriting, degaussing, or erasing seven times)
8.6.3	Information handling procedures	Procedures for the handling and storage of information shall be established in order to protect such information from unauthorized disclosure or misuse.
8.7.3	Electronic commerce security	Information involved in electronic commerce passing over public networks shall be protected from fraudulent activity, contract dispute, and unauthorized disclosure or modification.
9.7.1	Event logging	Audit logs recording exceptions and other security relevant events shall be produced and kept for an agreed period to assist in future investigations and access control monitoring.

12. Auditing

12.1 All documentation supporting the reason for the motor vehicle title information request, including but not limited to transaction details, client agreements, computer software and programs maintained for the purposes defined in this Agreement, shall be subject to inspection, review or audit by the Department or its representative for a period of four (4) years from the date of the request at no cost to the Department. Licensee agrees to accommodate and require its Agent to accommodate, the Department's request for an inspection, review, or audit on one (1) business day's notice and to allow on-site audits during regular business hours.

12.2 The Licensee shall maintain a log containing a record of each request for motor vehicle title information for a period of four (4) years from the date of the request. The log shall be immediately available for review at the Department's request. An electronic or "hard" copy of such log shall be provided to the Department upon request. The log format shall provide the following in the

order presented: (i) date of request, (ii) vehicle identification number, and (iii) make of the vehicle.

12.3 Prior to initial access to the Department's motor vehicle title information the Licensee shall provide the Department an Affidavit of Initial Certification of Compliance with the Security Requirements set forth in Section 11 of this Agreement. Such affidavit shall specifically set forth that the Licensee has complied with the security requirements as of a date certain. The Licensee shall provide the Department each year thereafter, on the anniversary date of this Agreement, an Affidavit of Compliance with the security requirements set forth in this Agreement.

13. Notices

Any and all notices, requests, demands and other communications provided for hereunder shall be in writing; mailed by first class United States certified mail, return receipt requested; delivered by overnight carrier (such as, but not limited to, UPS or Federal Express); or personally delivered to the applicable party at the addresses indicated. All notices shall be addressed to the party to be notified at the address set forth below, and the date upon which such notice is delivered will be deemed the date hereof. Either party may specify, from time to time, by five (5) days prior notice to the other party, a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

Notice shall be sent to: If to the Department:

State Revenue Commissioner
Department of Revenue
Attention: Tax Law and Policy
1800 Century Blvd. Suite 15208
Atlanta, GA. 30354

If to Licensee:

Telephone:
E-Mail Address:

Fax:

14. Miscellaneous

14.1 The Licensee agrees to be bound by all of the terms and provisions of the Agreement for Electronic Lien and Title Program executed by and between the security interest holder or lienholder it represents and the Department. Further, the Licensee agrees to be bound by all amendments to such Agreement.

14.2 The Licensee recognizes this is not a sole source arrangement and the Department may enter into similar agreements with other persons as a Licensee.

14.3 This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Venue for any action under this Agreement shall be in the Superior Court of Fulton County, Georgia.

14.4 This Agreement shall become effective on the date of execution and shall continue in force until modified, amended or terminated pursuant to the termination date set forth above.

14.5 This Agreement is subject to any restrictions, limitations or conditions enacted by the Georgia Legislature, which may affect any or all terms or provisions of this Agreement in any manner. The Licensee agrees that upon written notice from the Department of any such restrictions, limitations or conditions as may be enacted by the Georgia Legislature will constitute a modification or amendment to this agreement until such time as they are put in writing and duly executed by each party's authorized official as required in Section 13 of this Agreement. The Department will advise the Licensee of any such actions taken by the Georgia Legislature as soon as possible, but lack of notification by the Department does not negate the legal requirement to comply with all applicable provisions of law. The Licensee may immediately terminate this Agreement if it decides not to comply with the modifications or amendments to this Agreement. Notice is effective from the date sent by facsimile transmission or, if served by mail, five (5) days from the date of mailing.

14.6 This Agreement is not assignable by the Licensee either in whole or in part, without the written consent of the Department.

14.7 During the performance of this Agreement, the Parties agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, or national origin.

14.8 The Parties agree that in any contracts to be developed and awarded pursuant to this Agreement all work and procedures related to said

contract shall, at all times, conform to the applicable Federal and State laws, rules, regulations, orders, and approvals, including specifically procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with Americans with Disabilities Act, anti-solicitation, information, auditing and reporting provisions.

14.9 All rights, powers and privileges conferred hereunder will be cumulative and not restrictive of those given by law.

14.10 No failure of the Department to exercise any right or power given under this Agreement, or to insist upon strict compliance by the Licensee with the provisions of this Agreement, and no custom or practice of the Department at variance with the terms and conditions of this Agreement, will constitute a waiver of the Department's right to demand exact and strict compliance by Licensee with the terms and conditions of this Agreement.

14.11 All time limits stated herein are of the essence of this Agreement.

14.12 If any one or more of the provisions contained herein will for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14.13 The individuals executing this Agreement on behalf of the Department and Licensee, respectively, represent that they are authorized to execute this Agreement.

14.14 This Agreement supersedes all prior negotiations, discussion, statements, and agreements between the Department and Licensee and constitutes the full, complete and entire agreement between the Department and Licensee with respect hereto; no member, officer, employee or agent of the Department or Licensee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment will be properly authorized unless in writing, properly signed by both the Department and Licensee and incorporated in and by reference. No oral understanding or agreement not incorporated herein shall be binding on either party.

15. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in two counterparts, each to be considered as an original by their authorized representative, the day and date hereinabove written.

GEORGIA DEPARTMENT OF REVENUE:

Douglas J. MacGinnitie, Commissioner

Date

Witness

Date

LICENSEE:

Signature

Date

Printed Name

Title

FEIN # _____
(Federal Employer Identification Number)

ATTEST:

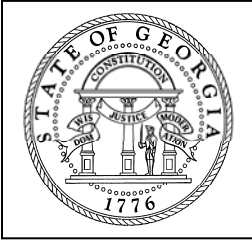
Signature

Date

Printed Name

Title

EXHIBIT A



**GEORGIA DEPARTMENT OF REVENUE
1800 CENTURY BLVD.
ATLANTA, GA 30345
(404) 417-6649**

INSTRUCTIONS: All Sections of this application must be completed before an applicant can request or obtain motor vehicle information through a Georgia Department of Revenue ("Department") approved third party service bureau or software provider ("Licensee") for the purpose of providing access to motor vehicle records and processing applications for title and registrations.

SECTION A. APPLICANT INFORMATION

Name of Individual (Last Name, First Name, Middle Initial) and Title

Dealer number Assigned _____

Dealer Name (Firm or Trade) , Partnership or Corporation

Telephone Number

Dealer Contact Person

E-mail Address

Telephone Number:

Street Address (Physical Location):

City

State

Zip Code

Mailing Address (If Different)

City

State

Zip Code

List Franchise Trademarks sold or leased by dealer (if Used Motor Vehicle Dealer, provide Used Motor Vehicle Dealer License)

Describe how the record/personal information access will be used

SECTION B. AUTHORIZATION

Instructions: Please check

- I request that the Licensee obtain motor vehicle records from the department and authorize Licensee to make the records available to me for use in verify or confirming owner, security interest or lien information for a vehicle acquired by the dealer

SECTION C. STATEMENT OF UNDERSTANDING, CERTIFICATION, AND RATIFICATION

Instructions: Please read the statement of understanding, certifications, and ratification, and sign.

I understand that false or misleading information is cause for denial of an application and/or termination of any request for motor vehicle records. Accordingly, I authorize the Commissioner of Revenue, or the Commissioner's designee, to investigate any matter or statement contained in this request.

I understand that if this request is approved, I am required to enter into an agreement with the Licensee designating Licensee as my agent and attorney-in-fact for the purpose of this request.

I understand that the Licensee shall obtain motor vehicle records from the Department and make Records available for me to confirm ownership and security interest or lien information. All communications to the Department shall be through the Licensee.

I certify under penalty of perjury that: 1) all information in this application has been read and understood; 2) all information completed in this application is true and correct; and 3) the willful and unauthorized disclosure of information obtained from any Department record may result in penalties imposed under Title 18 U.S.C. Section 2724 and/or any other applicable law.

I certify that I am requesting Georgia motor vehicle registration and title records for use ONLY in processing applications for title and registration, or verifying ownership and security interest or lien information pursuant to the Federal Driver's Privacy Protection Act (DPPA) and Georgia law.

I certify that I have read that certain Agreement By and Between the Georgia Department of Revenue and Licensee for the Use of Motor Vehicle Registration and Title Records ("Agreement"), and by signing below, do ratify and agree to be legally bound by the acts of the Licensee under that Agreement.

Signature(s) of Individual, Partners (All Required), Authorized Corporate Officer, or News Agent	
_____ Signature	_____ Date
_____ Print	
_____ Signature	_____ Date
_____ Print	
WITNESS:	
_____ Signature	_____ Date
_____ Print	

EXHIBIT B

I _____, Chief Executive Officer, am authorized by
Full Legal Name
_____ (hereinafter referred to as “_____”)
to sign this Certificate of Compliance.

A. “_____” has reviewed the Georgia Department of Revenue (“Department”) security requirements including Sections 4, 10, and 11 of the Agreement.

B. We have determined that “_____” meets the security requirements set forth in the aforementioned Agreement.

C. “_____” has been in communication with the Department’s IT division to ensure that its interpretation of the security requirements reviewed as of _____ of _____, 20____ is in accordance with Department’s intent. Changes and or updates to the security requirements after the above date must be communicated to Department in a timely manner so that we can further ensure compliance.

D. We agree to inform the Department if any circumstance causes us to become noncompliant with Department’s security requirements.

Chief Executive Officer

Date

Notary Public

My commission expires: _____