

**Default Mitigation Management LLC
(DMM)
Debtor's Counsel Loss Mitigation Web Portal
Counselor
USER Agreement**

PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE WEBSITE. YOUR USE OF THE WEBSITE CONSTITUTES AN AGREEMENT BY YOU TO COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE FOLLOWING TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THE WEBSITE AND EXIT THE WEBSITE IMMEDIATELY. IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT OR THE WEBSITE, PLEASE CONTACT DMM AT 800-481-1013.

The following describes the agreement (the "Counselor User Agreement") between you and Default Mitigation Management LLC ("DMM") regarding your use of DMM's proprietary Debtor's Counsel Loss Mitigation Web Portal (the "DCLMWP") under the domain name of www.dclmwp.com and www.dclmwp.net (each and collectively the "Website"). By accessing the website you agree to be bound by the following terms and conditions and the terms and conditions contained in the Privacy Policy, which are incorporated herein by reference. If you do not agree to be bound by these terms and conditions and the terms and conditions in the Privacy Policy, please do not access the Website.

DMM may amend the terms and conditions of the Counselor User Agreement at anytime by posting the revised Counselor User Agreement on the Website. You should review the Counselor User Agreement for changes. DMM will also notify each Counselor of changes to the Counselor User Agreement and allow each Counselor the ability to discontinue the agreement with each change. Your continued use of the Website constitutes your acceptance to the revised Counselor User Agreement.

1. SERVICES

DMM is in the business of providing loss mitigation opportunities between borrowers and mortgage loan servicers. As a part of that business, DMM has developed, copyrighted and wholly owns the DCLMWP. For mortgage loan servicers the DCLMWP provides information and access to borrowers or their authorized representatives. The contact with the servicer is generated by the borrower's representative(s) who will complete the borrower information and select the servicer of record for the borrower.

a. Counselor registration:

Each Counselor must complete the on-line registration process in order to receive a log-on and password to the system, which allow for the Counselor to access their specific home page listing all borrowers for whom they have

submitted information for loss mitigation. As part of the registration process, the Counselor must indicate contact e-mail address, phone number and fax numbers to be used for contact about borrower loss mitigation.

b. Counselor home page:

The Counselor's web page will consist of a list of accounts that have been submitted. For each account, information regarding the submission will be maintained and can be accessed by the Counselor through the website. This information includes: the mortgage loan servicer, the borrower's name, property information, loan information and documents submitted on behalf of the borrower.

c. Borrower Notification:

The borrower notification is sent via e-mail to the contact e-mails provided by the mortgage loan servicer and are posted on the mortgage loan servicer's home page. The mortgage servicer can login and view all submissions made to it through the DCLMWP and correspond with the Counselor regarding the Account through the DCLMWP.

d. Archival Services:

DMM will maintain the notifications and their records for seven years in compliance with financial archival requirements.

e. Costs:

There is no cost to the Counselor for using the Website.

2. Eligibility

As part of the registration process, you shall be required to create a password for use in accessing the Website. The user name will be the e-mail address provided when the account is set up. The username and password maybe used by anyone in the organization and is solely the risk of the Counselor and their counseling agency. Authorized users may be added to any account by the primary account holder. User names and passwords can be changed by the user at any time through the "My Profile" section of the DCLMWP.

The Counselor will remain eligible for use of the system as long as they comply with the terms and agreements set forth in the Counselor User Agreement.

The contents of the notifications sent to the Counselor are confidential and private and fall under the privacy laws, as are the communications sent to the mortgage loan servicers, please reference the Privacy Policy.

3. Your representations and Warranties

You represent and warrant as follows:

- a) You have full power and authority to enter into and perform your obligations under the Counselor User Agreement.
- b) The Counselor User Agreement constitutes your binding obligation, enforceable against you in accordance with its terms.
- c) You will be responsive to the mortgage loan service when they attempt to contact you.

4. On-site Conduct

You shall use the Website only for lawful purposes and consistent with its intended purposes. You shall not disrupt the Website or interfere with or compromise the security of the Website. You shall not attempt to obtain access to any portion of the Website to which you are restricted. You shall comply with all laws and regulations applicable to the Website and the Internet, including United States copyright laws. The Website and the content of the Website may be used as a resource for loss mitigation on the submitted borrower and or as documentation in proceedings on a defaulted mortgage loan. Any other use, including the reproduction, modification, distribution, transmission, republication, display or performance of the content of the Website is strictly prohibited.

5. Indemnity

You shall indemnify DMM and its respective officers, directors, agents, representatives, advisors and contractors and hold them harmless from any claims, damages, losses, costs or expenses, including attorney's fees and costs, that any one or more of them incurs in connection with a third party claim or otherwise, as a result of (i) your use of the Website, unless such use was authorized by and in compliance with the Counselor User Agreement or (ii) a violation by you of the warranties and representations and other terms contained in the Counselor User Agreement. You shall defend at your expense each of the indemnified parties against any claim giving rise to an indemnifiable loss pursuant to this section, provided that any counsel engaged by you to defend such claim shall be reasonably satisfactory to DMM. You shall not settle or compromise any claim that is subject to indemnification pursuant to this section without DMM's prior written consent, which consent shall not be unreasonably withheld.

6. Copyright, Trademark and Intellectual Property

The Website and all information made available through the Website is owned or licensed by DMM or its licensors. DMM and its licensors retain all rights under United States and International Copyright laws. Neither the Website nor any of its contents may be modified, copied, distributed, downloaded, displayed, e-mailed, transmitted or sold, except as expressly permitted by DMM. DMM grants you

permission to display, copy and print information with respect to the system for internal training purposes and for audit purposes. The permission granted herein shall automatically terminate, if you violate the terms and conditions of the Counselor User Agreement. Upon such termination, you must immediately destroy any information that you have copied, printed or downloaded.

7. Disclaimers, Limitation of Liability and Dispute Resolution

The Website may include faults and errors. It may not be available at all times. DMM only makes a warranty that they will archive the information made available through the Website for seven years, no other warranties or representations are made, expressed or implied, concerning the Website or the information, services or products available through the Website.

DMM IS NOT LIABLE FOR ANY DAMAGES, INCLUDING GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, LOST PROFITS OR BUSINESS INTERRUPTION, OF ANY KIND RELATING TO YOUR USE OR INABILITY TO USE THE WEBSITE. YOUR SOLE REMEDY FOR DISATISFACTION WITH THE WEBSITE IS TO NOT USE THE WEBSITE AND NOTIFY DMM OF YOUR DECISION. IF YOUR USE OF THE WEBSITE RESULTS IN THE NEED FOR SERVICING OR REPAIR OF YOUR EQUIPMENT OR CORRECTION TO YOUR DATA, YOU WILL BE RESPONSIBLE FOR THE COSTS. IF FOREGOING LIMITATION IS INVALID, DMM'S TOTAL LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

You will notify DMM in writing of any claim or dispute concerning or relating to the Website and give DMM a reasonable period of time to address it before bringing any legal action, where such action is brought by you either as an individual, as member or representative or a class or as a private Counselor general.

8. Confidential Information

Confidential Information, as used in the Counselor User Agreement, shall include all information relating to Accounts, all information provided through the Website and all information provided to you in response to any request. Confidential Information does not include information already in your possession, is generally available to the public (other than as a result of your disclosure) or information that is required to be disclosed by law. You shall use your Confidential Information only in connection with the review of the account for loss mitigation. You agree not to disclose the information to any third parties other than your employees, officers and directors (and those of your affiliates) Counselors, accountants and financial advisors, who shall be also be bound to the limitations of these provisions. You shall be liable in the event of any violation by any third party to whom you have provided Confidential Information of the restrictions on disclosure and use of Confidential Information contained herein.

9. Notices

Notices to you shall be given to the e-mail address that you have registered on the Website. Notices by e-mail shall be deemed given as of 5:00 p.m. eastern standard time on the business day following the day of transmission. DMM may also give you notice by certified mail, postage prepaid and return receipt requested, or by Federal Express or other similar overnight delivery service, to the address that you have registered on the Website. Notice to DMM shall be given by certified mail, postage prepaid and return receipt requested, or by Federal Express or other similar overnight delivery service, to 631 Washington Ave, #1, Newport, Kentucky 41071 Attn: DCLMWP Administrator. All notices given by mail shall be deemed to have been given three (3) business days after mailing and all notices delivered by overnight delivery service shall be deemed given when delivered.

10. Termination

The Counselor User Agreement may be terminated by DMM upon notice. The sections titled 4, 6, 7, 8, 9, 10 and 16 shall survive the termination of the Counselor User Agreement.

The Counselor may end this agreement at anytime by stopping further submissions using the Website. DMM will continue to maintain the archive notices for the full seven years.

11. General

The Counselor User Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky (without regard to its rules for conflicts of law) and, to the extent applicable, the laws of the United States. If any provision of the Counselor User Agreement is held to be unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Failure by DMM to enforce any of its rights under the Counselor User Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever. Headings are for reference purposes only and do not define or describe the content of the section. DMM's failure to act with respect to you or others does not waive its right to act with respect to subsequent or similar acts. The Counselor User Agreement sets forth the entire understanding agreement between you and DMM regarding the subject matter hereof. Jurisdiction and venue for any action or claim arising hereunder shall lie exclusively in the state and federal courts of Kentucky and each party irrevocably consents to the personal and subject matter jurisdiction of said courts and to service of process. The Counselor User Agreement may be assigned by DMM without your prior consent. Notice of an assignment shall be given to you in the manner described in section 10 of the Counselor User Agreement.

12. Contact Us

You may contact DMM regarding the Counselor User Agreement or the Website by e-mail at joe.smith@defaultmitigation.com or by regular mail or overnight delivery at:

Default Mitigation Management LLC
631 Washington Ave, #1
Newport, Kentucky 41071
Attn: DCLMWP Administrator

Counselor Authorized Signature:

Name: (Printed)

Date:

Title:
