

DELL PREFERRED ACCOUNT™ CREDIT PROTECTION PLAN
(An Amendment to the Dell Preferred Account™ Credit Agreement)

PLEASE READ THIS DOCUMENT CAREFULLY.
IT DESCRIBES IMPORTANT LIMITATIONS, EXCLUSIONS AND REQUIRED PROCEDURES
REGARDING THE DELL PREFERRED ACCOUNT™ CREDIT PROTECTION PLAN.

The Dell Preferred Account™ Credit Protection Plan (the “Plan”), offered by WebBank, is an amendment to your Dell Preferred Account™ Credit Agreement and is **OPTIONAL** coverage you may purchase for your Dell Preferred Account™ that may cover your Minimum Payment Due when you apply and are approved for a benefit under a “Covered Event” as defined below.

The Credit Protection Plan is an Amendment to your Dell Preferred Account (DPA) Credit Agreement. All terms and conditions of your Credit Agreement continue to apply unless otherwise stated in your DPA Credit Agreement or in this Amendment.

Definitions:

The Credit Protection Plan and this Plan Amendment apply to the Dell Preferred Account™ (“Account”) described in your Notification of Purchase and Enrollment upon approval.

In this Amendment:

“**You**” and “**your**” means the Accountholder or the Higher Wage Earner as applicable;

“**We,**” “**ours,**” and “**us**” mean WebBank, the lender of the Account, and any party who obtains its rights and/or becomes liable for its obligations under the Credit Agreement.

“**Accidental Death**” is defined below in the section entitled “Accidental Death.”

“**Account**” means your Dell Preferred Account.

“**Active Military Service**” is defined below in the section entitled “Life Events.”

“**Covered Event**” is defined below in the section entitled “Description of the Benefits.”

“**Dependent**” means a person who relies on another, especially a family member, for financial support.

“**Disability**” is defined below in the section entitled “Disability.”

“**Enrollment**” is defined as your participation in the Plan.

“**Employment**” is defined as a person's trade or profession.

“**Extended Benefit**” means a longer benefit such as Involuntary Unemployment or Disability that can reach up to 24 months.

“**Higher Wage Earner**” means an individual who lives in the same household as you and is receiving more employment income than you are receiving immediately prior to the Covered Event. We have the right to require proof of your, or the Higher Wage Earner's, employment income or address including one or more of the following: driver's license, tax form, payroll form, utility or other acceptable document.

“Hospitalization” is defined below in the section entitled “Hospitalization.”

“Involuntary Unemployment” is defined below in the section entitled “Involuntary Unemployment.”

“Leave of Absence” is defined below in the section entitled “Leave of Absence.”

“Life Event” is defined below in the section entitled “Life Event.”

“Loss of Life” is defined below in the section entitled “Loss of Life.”

“Minimum Payment” is defined as the Minimum Payment Due as shown on your DPA billing statement. See the “Interest Charge Calculation” section of your DPA billing statement or the “Payment” section of your Dell Preferred Account Credit Agreement for more information.

“Provisional Benefit” means a temporary benefit provided for 3 months.

“Purchase” is defined as your agreement to pay the monthly Plan fee as defined below in the section entitled Plan Fees until the Plan is cancelled or suspended by either you or us.

Description of the Benefits:

Plan benefits start after activation is reported to the Plan Administrator and we determine that you or a Higher Wage Earner have experienced a “Covered Event” (i.e. Involuntary Unemployment, Disability, Leave of Absence, Hospitalization, or Life Event), that a Higher Wage Earner experienced Accidental Death, or that you experienced Loss of Life. While you are receiving benefits, you may not use your Account for purchases.

The Plan is not insurance.

See below for descriptions of:

- The Covered Events for which you may be entitled to benefits;
- The conditions and limitations on benefits relating to Covered Events;
- The maximum period for which you may receive benefits for each Covered Event.

For each month you are entitled to benefits, we will cover the current Minimum Payment Due on your Account starting with the first billing statement after we have determined eligibility. You may only receive one benefit for one event in a given month.

If the Covered Event involves a Higher Wage Earner’s Accidental Death or your Loss of Life, we will cover the outstanding statement balance at the time of death up to \$10,000. The account holder will be responsible for any remaining account balance.

Important Limitations on Benefits:

1. Qualifying for Benefits:

Benefit activation may be delayed up to 48 hours (i.e. weekend, holidays) if enrollment has not been processed.

To qualify for benefits, you must be actively enrolled in the Plan *during the following:*

- (1) The time of the Covered Event occurred;**
- (2) The time you notify the Plan Administrator of the Covered Event;**

(3) While you are receiving benefits;

(4) Contact us no later than two (2) calendar years from the start of the Covered Event, however, for Disability and Involuntary Unemployment, you must apply for the benefits while you (or a Higher Wage Earner) are experiencing the Covered Event or you forfeit the right to benefits for that Covered Event.

2. Requesting Benefits:

You may request Plan benefits for Covered Events that start or occur while you are enrolled in the Plan. **YOU MUST APPLY FOR BENEFITS WITHIN TWO (2) CALENDAR YEARS AFTER A COVERED EVENT OR YOU GIVE UP THE RIGHT TO BENEFITS FOR THAT COVERED EVENT. YOU WILL NOT RECEIVE ANY BENEFIT UNTIL WE DETERMINE THAT YOU OR A HIGHER WAGE EARNER HAS EXPERIENCED A COVERED EVENT THAT QUALIFIES YOU FOR BENEFITS.** IN ADDITION, FOR DISABILITY AND INVOLUNTARY EMPLOYMENT, YOU MUST APPLY FOR THE BENEFITS WHILE YOU (OR A HIGHER WAGE EARNER) ARE EXPERIENCING THE COVERED EVENT OR YOU FORFEIT THE RIGHT TO BENEFITS FOR THAT COVERED EVENT.

3. Providing Evidence:

You must provide evidence of any Covered Event and regular verification (if applicable) of any Involuntary Unemployment, Disability, Leave of Absence or Active Military Service that we may require in order to evaluate your activation. If we do not receive the required evidence, your benefits may be denied or discontinued. You may reapply for any denied or discontinued benefit if you provide the required evidence and any other information we consider necessary to evaluate your activation.

Potential Denial of Benefits or Suspension from Program:

- Plan Coverage When We Close Your Account: If we close your account for any reason, your participation in the Plan will end.
- Plan Coverage When You Close Your Account: If you close your account, your participation in the Plan will continue as long as your Account has a balance.

Your Obligation to Make Payments: You do not qualify for benefits until the Plan Administrator determines that you qualify. Until you are notified that you are entitled to Plan benefits, we will continue to bill you for the Minimum Payment Due and you must continue to pay such amount. While we may continue to bill you for the Minimum Payment Due after you are notified that you are entitled to Plan benefits, you will not need to pay such amount so long as you continue to qualify.

Limits on Use of Account after Covered Event: You agree that you will not make any fraudulent request for Plan benefits or provide us with any inaccurate or misleading information concerning any request for Plan benefits. You agree that you will not use your Account while receiving benefits for a Covered Event. You agree to cancel all charges to your Account after applying for benefits. Your use of your Account in violation of this subparagraph may result in a denial or discontinuation of benefits.

Reasons Why Benefits May End: Your benefits will end if one of the following occurs: (a) you fail to provide in a timely manner necessary evidence that the Covered Event is continuing; (b) you have received benefits for the maximum period available; (c) you die (except you may be entitled to benefits for Loss of Life); (d) you use your Account in violation of this Amendment; or, (e) we discover that any information you provided in connection with your request for benefits was intentionally and materially inaccurate; or, (f) the Covered Event ends.

Involuntary Unemployment:

“Involuntary Unemployment” means that your or a Higher Wage Earner’s employment ended due to:

- Layoff;
- General strike;
- Lockout; or,
- The employer’s decision to end the employment (see exclusions below).

To qualify for this benefit:

1. You or the Higher Wage Earner must register for work at an employment agency, or on an employment-related web site; and,
2. You or the Higher Wage Earner must remain registered as long as you are receiving this benefit.

Benefit Period: This benefit will be provided for the lesser of: (a) twenty-four (24) billing periods; or, (b) the number of full or partial months for which you provide satisfactory evidence of the continuation of the Involuntary Unemployment. We recommend that you notify us without delay because the earliest that your benefit period may start is the date you notify us. You will not receive any benefit for the period prior to your notice to us even if you were already experiencing Involuntary Unemployment.

Exclusions: You do **NOT** qualify for this benefit if any of the following applies:

1. You or the Higher Wage Earner, as applicable, is retired.
2. You or the Higher Wage Earner become involuntarily unemployed due to:
 - (a) Voluntarily leaving employment;
 - (b) Resignation or retirement;
 - (c) Willful or criminal misconduct;
 - (d) Involuntary Unemployment that started before your enrollment in the Plan; or,
 - (e) Involuntary Unemployment that has already received full benefits.
3. You do not apply for the benefits while you or the Higher Wage Earner is involuntarily unemployed.

For more information, please also see the section “Important Limitations on Benefits.”

Disability:

“Disability” means that you or a Higher Wage Earner experience an accident or illness that, for at least thirty (30) consecutive days:

- (a) If employed outside the home - prevents performing normal job duties; or,
- (b) If not employed outside the home - prevents performing the normal actions of daily living of a person of like age or sex as certified by a physician.

To be entitled to Disability benefits, you or the Higher Wage Earner must be under the continuous treatment of a physician (not a member of your household or family) who will verify the Disability.

Benefit Period: This benefit will be provided for the lesser of: (a) twenty-four (24) billing periods; or, (b) the number of full months for which you provide satisfactory evidence of the continuation of the Disability. If the benefit is combined with any Hospitalization benefit for the accident or illness causing the Disability, the maximum benefit period will be twenty-seven (27) billing

periods. We recommend that you notify us without delay because the earliest that your benefit period may start is the date you notify us. You will not receive any benefit for the period prior to your notice to us even if you were already experiencing Disability.

Exclusions: You do **NOT** qualify for this benefit if:

1. You do not apply for benefits while you or the Higher Wage Earner is disabled;
2. You or the Higher Wage Earner is unable to perform the normal job duties, or if the accident or illness is due to:
 - (a) An injury you or the Higher Wage Earner intended to inflict upon yourself or the Higher Wage Earner;
 - (b) A disability for which you have already received the maximum benefits; or,
 - (c) A disability that started before your enrollment in the Plan.

For more information, please also see the section "Important Limitations on Benefits."

Leave of Absence:

"**Leave of Absence**" means your or a Higher Wage Earner's employer-approved absence from employment of at least one month. You may be required to submit evidence of the absence that is satisfactory to us.

Benefit Period: This benefit will be provided for the lesser of: (a) three (3) billing periods; or, (b) the number of full months for which your documentation is valid.

Exclusions: You do **NOT** qualify for Leave of Absence benefits if:

- (a) You or the Higher Wage Earner, as applicable, are retired from employment;
- (b) Have already received the maximum benefits for the Covered Event; or,
- (c) Have requested benefits for a Leave of Absence that occurred before your enrollment in the Plan.

For more information, please also see the section "Important Limitations on Benefits."

Hospitalization:

"**Hospitalization**" means you or a Higher Wage Earner are admitted to any licensed medical hospital, psychiatric hospital, convalescent nursing facility, residential drug facility, or hospice facility.

Benefit Period: Benefits for Hospitalization are provided for three (3) billing periods. You may not receive multiple Hospitalization benefits:

- for the same event;
- within the same month.

Exclusions: You do **NOT** qualify for this benefit if the hospital stay is due to:

- (a) An injury you or the Higher Wage Earner, as applicable intended to inflict upon yourself or the Higher Wage Earner;
- (b) Hospitalization for which you have previously received Plan benefits; or,
- (c) Hospitalization that started before your enrollment in the Plan.

For more information, please also see the section "Important Limitations on Benefits."

Life Events:

"**Life Event**" means your or a Higher Wage Earner's:

- Marriage or entry into a formal domestic partnership recognized by the law of the state of residence;
- Divorce or dissolution of a formal domestic partnership recognized by the law of the state of residence; annulment of a marriage
- Birth or adoption of a child;
- Change of primary residence;
- Active Military Service, which means a call to active military service;
- Active, full-time enrollment in an accredited college or university program (or the active, full-time enrollment of a dependent in an accredited college or university program); or,
- Residence or employment in an area that has been declared a federal disaster area.

Benefit Period: This benefit will be provided for three (3) billing periods. If the benefit is combined with any other Life Event or Covered Event (i.e. Hospitalization for the birth of a child, change of primary residence as result of marriage / divorce, or Leave of Absence for Active Military Service), the maximum benefit period will be six (6) billing periods. Benefits for Life Events, other than Active Military Service, cannot be combined with benefits for Leave of Absence for the same event.

Exclusions: You do **NOT** qualify for this benefit due to:

- (a) Separation from your or the Higher Wage Earner's spouse or;
- (b) A life event for which you have already received benefits during the calendar year; or,
- (c) An event that started or occurred prior to your enrollment in the Plan.

For more information, please also see the section "Important Limitations on Benefits."

Accidental Death:

"Accidental Death" means the death of a Higher Wage Earner resulting from accidental contact with a body or object

Benefit: Once we determine that a Higher Wage Earner has experienced an Accidental Death, we will cover the outstanding statement balance at the time of death up to \$10,000. If the Account balance is greater than the maximum benefit allowed, the Accountholder is responsible for the remaining Account balance.

Exclusions: You do **NOT** qualify for this benefit if:

- (a) The accident occurred before your enrollment in the Plan;
- (b) The death is not accidental (for example, the death is the result of natural causes); or,
- (c) The death is the result of suicide.

For more information, please also see the section "Important Limitations on Benefits."

Loss of Life

"Loss of Life" means the death of the Accountholder resulting from accident or illness.

Benefit: Once we determine that the Accountholder experienced a loss of life, we will cover the outstanding statement balance at the time of death up to \$10,000. If the Account balance is greater than the maximum benefit allowed, the Accountholder's estate is responsible for the remaining Account balance.

Exclusions: You do **NOT** qualify for this benefit if your death:

- (a) Was the result of suicide;
- (b) Was the result of an injury you intended to inflict upon yourself; or,
- (c) Occurred before you enrolled in the Program;

For more information, please also see the section “Important Limitations on Benefits.”

Retired Accountholders:

If you are retired, you may qualify for Plan benefits for Disability, Hospitalization, Life Event, Accidental Death or Loss of Life but you will not be entitled to receive benefits for Involuntary Unemployment or Leave of Absence. However, you may be entitled to receive benefits for the Involuntary Unemployment or Leave of Absence of a Higher Wage Earner.

You Must Determine the Suitability of the Plan for You:

“Suitability” means Plan benefits are appropriate for you. You, not we, are responsible for determining whether Plan benefits are suitable for you: (1) before you enroll in the Plan; and, (2) throughout your enrollment in the Plan.

Change In Status/Plan Cancellation or Suspension:

If you have experienced a change in status and no longer believe that Plan benefits are suitable for you, you may cancel the Plan at any time and for any reason without penalty.

- How to Cancel Your Enrollment in the Plan:
 - You must give notice of cancellation by either:
 - calling the **Dell Preferred Account™ Plan Administrator** toll free at 1-877-511-4552 between 8:00 a.m. and 8:00 p.m., Monday through Friday, Eastern Time, (except for federal holidays when the office is closed); or,
 - sending a cancellation letter to:
Dell Preferred Account™ Plan Administrator
P.O. Box 105276
Atlanta, GA 30348-5276.

We will notify you if this address changes.

- If You Cancel Your Enrollment in the Plan:
 - You give up any benefit you are receiving; and,
 - You give up any benefit you have applied for at the time of cancellation.

If you provide notice of cancellation within 30 calendar days after your purchase date, any Plan fee you have been charged will be refunded, otherwise Plan fees are not refundable.
- If We Cancel Your Enrollment in the Plan:
 - If we cancel your enrollment in the Plan, we will send you written notice of cancellation except that your enrollment in the Plan may be canceled automatically without notice to you if your Account is paid in full and closed by us for any reason.
- Suspension:
 - Plan coverage may be suspended without notice to you if your credit privileges are suspended due to bankruptcy, fraud or charge off.
- If Your Account is closed:
 - Your enrollment in the Plan will continue if your Account is closed and has a current balance unless you contact us to cancel the Plan.

Requesting Benefits/ Cancelling the Plan/Asking Questions About Benefits:

If you want to apply for benefits, cancel the Plan, or ask questions, contact the Dell Preferred Account™ Plan Administrator toll free at **1-877-511-4552** (we will tell you if this telephone number changes) between 8:00 a.m. and 8:00 p.m., Monday through Friday, Eastern Time, (except for federal holidays when the

office is closed). You may also visit our website at www.dell.com/creditprotection to apply for benefits, check the status of benefits or review important Plan details.

Written correspondence and other documents should be sent by U.S. mail to:

**Dell Preferred Account™ Plan Administrator
P.O. Box 105276
Atlanta, GA 30348-5276**

(We will tell you if this address changes).

Please keep a copy of any correspondence or document you send the Plan Administrator.

Providing Evidence of Covered Event/Receiving Provisional Benefits/Revoking or Reversing Provisional Benefits:

- **Evidence of Covered Event:** We may require you to provide a verification form or evidence (collectively “evidence”) that a Covered Event has occurred or is continuing. You will not be entitled to Plan benefits and you may not be entitled to Provisional benefits until you provide the evidence, we find the evidence satisfactory and we determine you are entitled to benefits.
- **Provisional Benefits:** Based on information you provide in our initial phone call with you, we may, in our sole discretion, preliminarily find that you qualify for benefits and will be granted Provisional Benefits for up to three (3) billing periods.
- **Revocation or reversal of Provisional Benefits:** We may revoke or reverse Provisional Benefits if:
 - (a) we believe an answer to any question in the initial phone call or report was inaccurate in any material way; or;
 - (b) we determine, for any reason, that you do not qualify for benefits.

If we provide you with Provisional Benefits, any period of Provisional or Extended Benefits may be reduced by the period of Provisional Benefits you receive. If you receive Provisional or other benefits as a result of providing us with information that is untrue or incorrect in any material way, we may reverse any Plan benefit we have given you in connection with such information. You may reapply for any denied or discontinued benefit if you provide evidence which may entitle you to receive the unpaid benefit for the remaining benefit period as well as any benefit that was revoked or reversed, if applicable.

Waiving Requirements:

We have the right, in our sole discretion, to waive any requirement described above for any reason. If we do, we will not have to waive the same requirement in any other situation. Our waiver of one or more requirements will not constitute a waiver of any other requirement. Our waiver for one Accountholder does not obligate us to waive an identical or similar requirement for you or any other Accountholder. Even after we have waived a requirement, we can decide to impose that same requirement at any time.

Change in Terms:

We may change the Plan terms at any time. If we make a change that is unfavorable to you or involves an additional charge assessed to you, we will give you 45 days’ advanced written notice and an additional 30 days, which starts the date we receive your cancellation request, to cancel the Plan. You may cancel the Plan at any time and for any reason without penalty. Benefits you are already receiving will not be reduced by any change in terms or our cessation to offer the Plan.

Plan Fees:

The monthly fee for the Plan equals 79¢ per \$100 of the sum: of (a) your balance subject to interest rate and (b) if applicable, your average daily balance of any Promotional Credit Plan on

which interest is being deferred. If we change the fee, we will send you a change of terms notice. The Plan fee:

- Will be shown on your billing statement and will be added to the Minimum Payment due on the last day of each billing cycle for each billing period during which your Account has a balance.
- Will be added to your Account balance if you do not pay the current month Minimum Payment Due and it will increase the amount of interest charges assessed to your Account and your cost of financing.
- Will be charged and the fee is due for all balances on your Account even if payments are forgiven or interest accruals are deferred on such balances.

Interest on your Account will continue to accrue while you are receiving benefits.

Benefit Approval / Denial:

Within 1-2 billing cycles after you request benefits, you will receive a letter from the Plan Administrator indicating the status of your benefit request.

If your benefit request is not approved, the letter will state specific reason(s) for denial of the benefit. You may reapply for any denied or discontinued benefit if you provide the required evidence and any other information we consider necessary to evaluate your request. If reapplying for Plan benefits, please refer to the eligibility requirements stated in the section entitled Important Limitations on Benefits and the exclusions associated with the Covered Event.

If your benefit request is approved, the letter will state that the request to activate benefits under the Plan has been approved. A credit equal to the Minimum Payment Due will appear on your next DPA billing statement with the description of the credit reading "Credit Protection Plan Benefit Applied." For Accidental Death or Loss of Life the outstanding statement balance at the time of death will be covered up to \$10,000.

Eligibility for the Plan:

To be eligible to purchase the Plan, you must meet all of the following conditions:

- The Plan must be offered in your state of residence. The Plan is not available to residents in Alaska, Guam, Hawaii, Massachusetts, Minnesota, Nevada, Puerto Rico, U.S. Virgin Islands or outside the United States.
- Your Dell Preferred Account must have an "active" status; and,
- You must not be prohibited from making purchases on your Dell Preferred Account for any reason.

Your eligibility to purchase the Plan is subject to an approval process that evaluates each of these requirements.