

### Credit Reporting Services Agreement

#### Company Information

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Type of Ownership (circle one)      Partnership      Sole Owner      Corporation      LLC

Do you have any other dba's?    Yes    No    **If Yes**, please list: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_ Years of Operation: \_\_\_\_\_

Do you own Or Lease the Building in which you are located? (circle one)    Own    Lease

Lease/Mgmt. Co. name and Contact Number: Name \_\_\_\_\_ Phone \_\_\_\_\_

Number of employees at this branch \_\_\_\_\_ Number of branches \_\_\_\_\_ Total Employees \_\_\_\_\_

Estimated # of credit reports you will access monthly: \_\_\_\_\_

Do you already have a Credit Reporting Agency:    Yes    No    **If Yes**, please list: \_\_\_\_\_

Responsible Party's name and drivers license number: \_\_\_\_\_

Responsible Party's email Address: \_\_\_\_\_

Company Website: \_\_\_\_\_

#### Business Information

##### Business Checking Info

Bank: \_\_\_\_\_ Acct: \_\_\_\_\_ Phone: \_\_\_\_\_

##### Billing Information (if different from above)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Please indicate which Price you want your account billed under (circle):    A-Basic    B-Bundle**

\*note: (If nothing is circled, your account will automatically be billed under Basic Tier Pricing)

##### Business References (\*to confirm business as a mortgage company)

Name: \_\_\_\_\_ Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Company: \_\_\_\_\_ Phone: \_\_\_\_\_

##### Corporate Office Info (if different from above)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

##### Additional Information (circle yes or no)

Will reports only be used for mortgage purposes?	Yes	No
Is the actual company operated from a residence?	Yes	No
Have you filed for bankruptcy in the last 10 years?	Yes	No
Is your company a publicly traded company?	Yes	No

1. The undersigned Client hereby petitions Credit Services Company ("CRA" to render service in accordance with its customary practices, for which Client agrees to pay promptly on billing by CRA the fees provided herein.

Payments are due net in 30 days. A 2% monthly charge applies to balances over 30 days. Client will pay all reasonable legal fees in order to recover payment. The client representative below accepts personal responsibility for payment. Client will accept responsibility of outstanding balance and all collection charges (up to 50% of outstanding balance) in the event the account is turned over for collection (a minimum two hundred fifty dollar charge applies). Charges for transactions are reflected on each report. Accessing any of the three credit repositories will result in a charge. The undersigned grants permission to CRA to access the three national repositories for the purpose of this application. We reserve the right to suspend service due to lack of payment. \*For security measures: It is imperative that Client does NOT share its user name and password or save it on any computer. Client is responsible for any reports pulled and will be billed accordingly. Client certifies that it has reviewed and agrees to price schedule dated 01.15.09. I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.

2. Client will comply with all the provisions of the Public Law 91-508 (Fair Credit Reporting Act) and all other applicable federal and state statutes, recognizes its responsibilities there under, and acknowledges receipt of the Notice set forth in Exhibit A, attached hereto.

3. Client certifies that inquiries will be made only when the client intends to use the information in connection with a legitimate mortgage transaction involving the consumer and that it is not one of the businesses listed on Exhibit B, attached hereto.

Note: The only purpose allowed under this Agreement for the use of credit reports is for mortgage credit purposes.

4. The undersigned User hereby petitions CRA to render service regarding the reissuance or secondary use of consumer reports in accordance with its customary practices, and will be billed accordingly. User hereby agrees, represents and warrants that it is a mortgage lender/broker and in using the services of CRA, User will in all respects comply with the provisions of 15 U.S.C. §1681 *et seq.* ("FCRA") and that services will be requested only for the User's exclusive use. User further certifies that consumer reports will be ordered and used only in connection with credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or to review or collect an account of the consumer, even though otherwise permitted by law. User may reissue or share such report with one or more credit grantors which (1) have permissible purpose under the FCRA to receive such reports and (2) are "Qualified Subscribers" of CRA. A "Qualified Subscriber" is a User of CRA that has signed Service Agreement with CRA. The reissuance or sharing of a consumer report with a Qualified Subscriber, may be accomplished by the physical sharing of a copy of the report or the obtaining of another copy from CRA. In either event, User agrees to inform CRA of any such reissue and to pay the fees as per payment agreement net in 30 days.

5. Client certifies that its organization is a bona fide business and that it has read and will adhere to the Access Security Requirements attached hereto and made a part hereof. The national repositories require that Client maintain copies of written authorization for credit inquiries for three years. Client agrees to notify CRA immediately of any change in business location or changes in personnel.

6. No information furnished to Client is guaranteed nor is CRA or the national repositories responsible for such information. CRA shall not be responsible or liable in any manner whatsoever for any loss or injury to Client resulting from the obtaining or furnishing of such information, and shall not be deemed to have guaranteed the accuracy of such information.

7. Client hereby agrees to comply with all policies and procedures instituted by CRA and required by CRA's consumer reporting vendors. CRA will give Client as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. Client may terminate this agreement at any time after notification of a change in policy in the event Client deems such compliance as not within its best

interest. Client recognizes that it has separate responsibilities related to each of the national repositories set forth in Appendix A-1, Appendix A-2, Appendix A-3, Appendix B, Appendix C-1 and C-2, all of which are attached hereto.

8. Client hereby authorizes CRA to provide copies of any information regarding Client to CRA's consumer reporting vendors.

9. Client agrees that CRA and CRA's consumer reporting vendors shall have the right to audit records of Client that are relevant to the provision of services set forth in this Agreement. CRA may utilize a third party vendor to perform an on-site inspection of Client's business, and Client agrees to allow access to such third party. Client further agrees that it will respond within a requested time frame for information requested by CRA's consumer reporting vendors regarding information provided by such vendor. Client understands that such vendor may suspend or terminate access to the vendor's information in the event Client is not in compliance with applicable law or this agreement or if Client does not cooperate with any such an investigation.

10. Client agrees to notify CRA of any change of ownership or control fifteen days prior to any such change. CRA may require the new ownership to re-apply for the services provided for herein and may require a new physical inspection in the event the office location is changed.

11. CRA will provide, and Client will utilize, training and training materials to Client in order for Client to comply with the federal Fair Credit Reporting Act and with the policies and procedures required by CRA's consumer reporting vendors.

12. 168115 U.S.C. *et seq.* also requires certain other responsibilities of users of consumer reports from consumer reporting agencies. Those responsibilities are attached (and made a part hereof) as Exhibit A to this Agreement. The FCRA provides that any person who knowingly and willfully obtains information on a consumer reporting agency under false pretenses shall be fined under title 18, or imprisoned not more than two years, or both. The signer has reviewed the enclosed price sheet dated Mar / 2008.

#### **Terms Related to Credit Scoring Services**

1. Based on an agreement with national repositories ( Experian/Trans Union/ Equifax ) and Fair Isaac Corporation ("Fair Isaac") The Client has access to a unique and proprietary statistical credit scoring service jointly offered by the national repositories and Fair Isaac which evaluates certain information in the credit reports of individual consumers from the national repositories data bases ("Scoring Systems") and provides a score which rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring (the "Score").

2. The Client, from time to time, may desire to obtain Scores from the national repositories via an on-line mode in connection with consumer credit reports.

3. The Client has previously represented and now, again represents that it is a Mortgage credit company and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) including, without limitation, all amendments thereto ("FCRA").

4. Client certifies that it will request Scores pursuant to procedures prescribed by CRA from time to time only for the permissible purpose certified above, and will use the Scores obtained for no other purpose.

5. Client will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.

6. Client agrees that it shall use each Score only for a one-time use and only in accordance with its permissible purpose under the FCRA.

7. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, CRA may, upon its election, discontinue serving the Client and cancel this Agreement, in whole or in part (e.g., the services provided under this Addendum only) immediately.

8. Client recognizes that factors other than the Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors.

9. The national repositories and Fair Isaac shall be deemed third party beneficiaries under

this Addendum.

10. Up to five score reason codes, or if applicable, exclusion reasons, are provided to Client with Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). However, the Score itself is proprietary to Fair Isaac or its producer, may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants or any other third party, except: (1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (2) as clearly required by law. Client will not publicly disseminate any results of the validations or other reports derived from the Scores without Fair Isaac and the national repositories' prior written consent

11. In the event Client intends to provide Scores to any agent, Client may do so provided, however, that Client first enters into a written agreement with such agent that is consistent with Client's obligations under this Agreement. Moreover, such agreement between Client and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Scores for the sole benefit of Client and shall not utilize the Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Score is proprietary to the producer or to Fair Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without the national repositories' and Fair Isaac's prior written consent except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) such Agent shall not use the Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) such agent shall not resell the Scores; and (5) such agent shall not use the Scores to create or maintain a database for itself or otherwise.

12. Client acknowledges that the Scores provided under this Agreement which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file.

13. Client shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject.

14. The information including, without limitation, the consumer credit data, used in providing Scores under this Agreement were obtained from sources considered to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall the national repositories, Fair Isaac, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Client for any claim, injury or damage suffered directly or indirectly by Client as a result of the inaccuracy or incompleteness of such information used in providing Scores under this Agreement and/or as a result of Client's use of Scores and/or any other information or serviced provided under this Agreement.

15.1 Fair Isaac and other Score producers, warrant that the scoring algorithms as delivered to the national repositories and used in the computation of the Score ("Models") are empirically derived from the national repositories' credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm uses a "prohibited basis" as that term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated there under. The Scoring System provides a statistical evaluation of certain information in the national repositories files on a particular individual, and the Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring relative to other individuals in the national repositories' databases. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.

15.2 The warranties set forth in section 15.1 Are the sole warranties made under this addendum concerning the scores and any other documentation or other deliverables and services provided under this agreement; and neither fair Isaac nor the national repositories make any other representations or warranties concerning the products and services to be provided under this agreement other than as set forth in this addendum. The warranties and remedies set forth in section 15.1 Are in lieu of all others, whether written or oral, express or implied (including, without limitation, warranties that might be implied from a course of performance or dealing or trade usage). There are no implied warranties of merchantability or fitness for a particular purpose.

16. In no event shall any party be liable for any consequential, incidental, indirect, special, or punitive damages incurred by the other parties and arising out of the performance of this agreement, including but not limited to loss of good will and lost profits or revenue, whether or not such loss or damage is based in contract, warranty, tort, negligence, strict liability, indemnity, or otherwise, even if a party has been advised of the possibility of such damages. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17. The foregoing notwithstanding, with respect to subscriber, in no event shall the aforesaid limitations of liability, set forth above in section 16, apply to damages incurred by trans union and/or fair Isaac as a result of: (A) Governmental, regulatory or judicial action(s) pertaining to violations of the FCRA and/or other laws, regulations and/or judicial actions to the extent such damages result from client's breach, directly or through client's agent(s), of it's obligations under this agreement.

18. Additionally, neither the national repositories nor fair Isaac shall be Liable for any and all claims arising out of or in connection with this addendum brought more than one (1) year after the cause of action has accrued. In no event shall the national repositories' and fair Isaac's aggregate total liability, if any, under this agreement, exceed the aggregate amount paid, under this addendum, by client during the twelve (12) month period immediately preceding any such claim, or ten thousand dollars (10,000.00), whichever amount is less.

19. This Addendum may be terminated automatically and without notice: (1) in the event of a breach of the provisions of this Addendum by the client (2) in the event the agreement(s) related to the Scoring System between the national repositories, Fair Isaac and the Client are terminated or expire; (3) in the event the requirements of any law, regulation or judicial action are not met, (4) as a result of changes in laws, regulations or regulatory or judicial action, that the requirements of any law, regulation or judicial action will not be met; and/or (5) the use of the Scoring System is the subject of litigation or threatened litigation by any governmental entity.

#### **Terms Related to Privacy Disclosure**

1. CRA does not resell or share any information provided by clients with third parties.
2. Client certifies that all scores and reason codes whether oral or written shall be maintained by Client in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purpose for which the report is requested and will not sell or otherwise distribute to third parties any information received there under, except as otherwise required by law.
3. Unless explicitly authorized in this Agreement or in a separate agreement between CRA and Client, or as explicitly otherwise authorized in advance and in writing by a national repository through CRA, Client shall not disclose to consumers or any third party, any or all scores provided under this Agreement, unless clearly required by law.
4. Client shall comply with all applicable laws and regulations in using the Scores and reason codes.

Client, its employees, agents or subcontractors, shall not use the trademarks, service marks, logos, names or any other proprietary designations, whether Registered or unregistered, of any party involved in the provision of the Experian/Trans Union/ Equifax/Fair Isaac Model without such entity's prior written consent. The Client shall not attempt, in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by any of the national repositories or score producers...

Experian/Trans Union/ Equifax/Fair Isaac have warranted to CRA that that the Experian/Fair, Isaac Model is empirically derived and demonstrably and statistically sound and

that to the extent the population to which the Experian/Trans Union/ Equifax/Fair Isaac Model is applied is similar to the population sample on which the Experian/Trans Union/ Equifax/Fair Isaac Model was developed, the Experian/Trans Union/ Equifax/Fair Isaac Model score may be relied upon by CRA and/or Client to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Client. Experian/Trans Union/ Equifax/Fair Isaac further warrants that so long as they provide the Experian/Fair, Isaac Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et seq. The foregoing warranties are the only warranties Experian/Trans Union/ Equifax/Fair Isaac have given CRA with respect to the Experian/Trans Union/ Equifax/Fair Isaac Model and such warranties are in lieu of all other warranties, express or implied, Experian/Fair Isaac might have given broker and/or end users with respect thereto, including for example, warranties of merchantability and fitness for a particular purpose. Client's rights under the foregoing warranty are expressly conditioned upon Client's periodic revalidation of the Experian/Trans Union/ Equifax/Fair Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR section 202 et seq.) The aggregate liability of Experian/Trans Union/ Equifax/Fair Isaac to each End User shall not exceed the lesser of the Fees paid by Broker to Experian/Fair, Isaac, the fees paid by the End User during the six (6) month period immediately preceding the Client's claim, or the fees paid by the pertinent End User to our company during said six (6) Month period, and excluding any liability of Experian/Fair, Isaac for incidental, indirect, special or consequential damages of any kind.

### **Terms Related to Access Security Requirements**

Recognizing its obligation to fully support and implement policies which protect the confidential nature of the information in the national repositories' data bases and assure respect for consumer's rights to privacy, CRA allows only approved companies to have permitted access to credit information. Client shall take all necessary precautions to secure any system or device used to access consumer credit information. To that end, the following requirements have been established:

#### **A. Implement Strong Access Control Measures**

- 1.1 Do not provide your Subscriber Codes or passwords to anyone. No one from CRA or its providers will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3 You must request your Subscriber Code password be changed immediately when:
  - Any system access software is replaced by system access software or is no longer used;
  - The hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the database. Each user of the system access software must also have a unique logon password.
- 1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.7 Keep user passwords Confidential.
- 1.8 Develop strong passwords that are:
  - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10 Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to credit information.

- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
  - 1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
  - 1.14 Implement a process to terminate access rights immediately for users who access credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
  - 1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information.
  - 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.
- B. Maintain a Vulnerability Management Program
- 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
  - 2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
  - 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
    - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
    - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
    - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
  - 2.4 Implement and follow current best security practices for computer anti-Spy ware scanning services and procedures:
    - Use, implement and maintain a current, commercially available computer anti-Spy ware scanning product on all computers, systems and networks.
    - If you suspect actual or potential Spy ware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
    - Run a secondary anti-Spy ware scan upon completion of the first scan to ensure all Spies ware has been removed from your computers.
    - Keep anti-Spy ware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spy ware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spy ware scans be completed more frequently than weekly.
- C. Protect Data
- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
  - 3.2 All data is classified as Confidential and must be secured to this requirement at a minimum.
  - 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
  - 3.4 Encrypt all credit information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
  - 3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.
- D. Maintain an Information Security Policy

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
  - 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
  - 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
  - 4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.
- E. Build and Maintain a Secure Network
- 5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
  - 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
  - 5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
  - 5.4 Any stand alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
  - 5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
  - 5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.
- F. Regularly Monitor and Test Networks
- 6.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
  - 6.2 Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access the systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
    - protecting against intrusions;
    - securing the computer systems and network devices;
    - and protecting against intrusions of operating systems or software.
12. Under Section 621(a) (2) (A) of the FCRA, any person that violates any provision of the FCRA, may be liable for a civil penalty of not more than \$2,500 per violation.
13. In the event it is necessary to enforce the rights of a party in litigation, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney fees, court costs, costs of investigation, expert fees and other related expenses incurred in connection with any enforcement of rights under this Agreement.
14. This Agreement shall continue in force without any fixed date of termination, subject to cancellation by either party upon thirty (30) days prior written notice mailed or delivered to the office of the other party; further subject to the right of CRA at any time and without prior notice, to terminate this agreement in event of any federal or state law or decision which affects the economic operation of CRA or any violation by Client of any provision of this Agreement or the FCRA, and further subject to the right of Client at any time and without prior written notice, to terminate this agreement in event of increase in charges to the Client, as provided herein.

## **Credit Scoring Services**

WHEREAS, Provider is an authorized reseller of Experian Information Solutions, Inc. (“Experian”); and



WHEREAS, Experian and Fair, Isaac Corporation (“Fair, Isaac”) offer the “Experian/Fair, Isaac Model”, consisting of the application of a risk model developed by Experian and Fair, Isaac which employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom the End User contemplates entering into a credit relationship will result in a numerical score (the “Score” and collectively, “Scores”); the purpose of the models being to rank said individuals in order of the risk of unsatisfactory payment.

NOW, THEREFORE, For good and valuable consideration and intending to be legally bound, End User and Provider hereby agree as follows:

1. General Provisions

A. Subject of Agreement. The subject of this Agreement is End User’s purchase of Scores produced from the Experian/Fair, Isaac Model from Provider.

B. Application. This Agreement applies to all uses of the Experian/Fair, Isaac Model by End User during the term of this agreement.

2. Experian/Fair, Isaac Scores

A. Generally. Upon request by End User during the Term, Provider will provide End User with the Scores.

B. Warranty. Provider warrants that the Scores are empirically derived and statistically sound predictors of consumer credit risk on the data from which they were developed when applied to the population for which they were developed. Provider further warrants that so long as it provides the Scores, the Scores will not contain or use any prohibited basis as defined by the federal Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* or Regulation B promulgated thereunder. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES PROVIDER HAS GIVEN END USER WITH RESPECT TO THE SCORES, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, PROVIDER MIGHT HAVE GIVEN END USER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. End User’s rights under the foregoing warranties are expressly conditioned upon End User’s periodic revalidation of the Experian/Fair, Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*).

D. Release. End User hereby releases and holds harmless Provider, Fair Isaac and/or Experian and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of Provider, Fair, Isaac or Experian from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by End User resulting from any failure of the Scores to accurately predict that a United States consumer will repay their existing or future credit obligations satisfactorily.

3. Intellectual Property

A. No License. Nothing contained in this Agreement shall be deemed to grant End User any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer programs utilized by Provider, Experian and/or Fair, Isaac or any third party involved in the delivery of the scoring services hereunder. End User acknowledges that the Experian/Fair, Isaac Model and its associated intellectual property rights in its output are the property of Fair, Isaac.

B. End User Use Limitations. By providing the Scores to End User pursuant to this Agreement, Provider grants to End User a limited license to use information contained in reports generated by the Experian/Fair, Isaac Model solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties. Before directing Provider to deliver Scores to any third party (as may be permitted by this Agreement), End User agrees to enter into a contract with such third party that (1) limits use of the Scores by the third party only to the use permitted to the End User, and (2) identifies Experian and Fair, Isaac as express third party beneficiaries of such contract.

C. Proprietary Designations. End User shall not use, or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of Provider, Experian or Fair, Isaac or their respective affiliates, whether registered or unregistered, without such party's prior written consent.

#### 4. Compliance and Confidentiality

A. Compliance with Law. In performing this Agreement and in using information provided hereunder, End User will comply with all Federal, state, and local statutes, regulations, and rules applicable to consumer credit information and nondiscrimination in the extension of credit from time to time in effect during the Term. End User certifies that (1) it has a permissible purpose for obtaining the Scores in accordance with the federal Fair Credit Reporting Act, and any similar applicable state statute, (2) any use of the Scores for purposes of evaluating the credit risk associated with applicants, prospects or existing customers will be in a manner consistent with the provisions described in the Equal Credit Opportunity Act ("ECOA"), Regulation B, and/or the Fair Credit Reporting Act, and (3) the Scores will not be used for Adverse Action as defined by the Equal Credit Opportunity Act ("ECOA") or Regulation B, unless adverse action reason codes have been delivered to the End User along with the Scores.

B. Confidentiality. End User will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. End User will take reasonable precautions to assure that such information will be held in strict confidence and disclosed only to those of its employees whose duties reasonably relate to the legitimate business purposes for which the information is requested or used and to no other person. Without limiting the generality of the foregoing, End User will take suitable precautions to prevent loss, compromise, or misuse of any tapes or other media containing consumer credit information while in the possession of End User and while in transport between the parties. End User certifies that it will not publicly disseminate any results of the validations or other reports derived from the Scores without each of Experian's and Fair, Isaac's express written permission.

C. Proprietary Criteria. Under no circumstances will End User attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian and/or Fair, Isaac in performing the scoring services hereunder.

D. Consumer Disclosure. Notwithstanding any contrary provision of this Agreement, End User may disclose the Scores provided to End User under this Agreement (1) to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only, and (2) as clearly required by law.

#### 5. Indemnification and Limitations

A. Indemnification of Provider, Experian and Fair, Isaac. End User will indemnify, defend, and hold each of Provider, Experian and Fair, Isaac harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) arising out of or resulting from any nonperformance by End User of any obligations to be performed by End User under this Agreement, *provided that* Experian/Fair, Isaac have given End User prompt

notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim.

B. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL PROVIDER, EXPERIAN OR FAIR, ISAAC HAVE ANY OBLIGATION OR LIABILITY TO END USER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY END USER, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT END USER WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PROVIDER, EXPERIAN OR FAIR, ISAAC TO END USER EXCEED THE FEES PAID BY END USER PURSUANT TO THIS AGREEMENT DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF END USER'S CLAIM.

#### 6. Miscellaneous

A. Third Parties. End User acknowledges that the Scores results from the joint efforts of Experian and Fair, Isaac. End User further acknowledges that each Experian and Fair, Isaac have a proprietary interest in said Scores and agrees that either Experian or the Fair, Isaac may enforce those rights as required.

B. Complete Agreement. This Agreement sets forth the entire understanding of End User and Provider with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto.

**15. Applicable Law.**

The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, excluding that body of law applicable to choice of law. The parties consent and submit to the jurisdiction and venue of the state and federal courts located in Maricopa County of the State of Arizona to determine the validity, construction and performance of this Agreement.

In Witness hereof, the undersigned hereby signs this Agreement as of the following date:  
\_\_\_\_\_, 200\_\_.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

Social Security: \_\_\_\_\_ Company Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ State, City, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Home Fax: \_\_\_\_\_

Mobile / Cell: \_\_\_\_\_

New or Existing customer? \_\_\_\_\_  
If existing, what branch? (e.g. managers name, cross streets): \_\_\_\_\_

**Co Signer Section Below (complete if applicable)**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

Social Security: \_\_\_\_\_ Employer: \_\_\_\_\_

Home Address: \_\_\_\_\_ State, City, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Home Fax: \_\_\_\_\_

Mobile / Cell: \_\_\_\_\_ Employer Phone: \_\_\_\_\_

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

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

Exhibit "B"

**Businesses that Cannot Be Provided Credit Information**

**Adult entertainment service of any kind**

**Business that operates out of an apartment or unrestricted location within a residence**

**Attorneys or Law Firms (except collection attorneys, bankruptcy attorneys, or those attorneys who use reports solely for employment purposes)**

**Bail bondsman**

**Check cashing**

**Credit counseling**

**Credit repair clinic or any type of company involved in credit repair activity**

**Dating service**

**Financial counseling**

**Genealogical or heir research firm**

**Massage service**

**Company that locates missing children**

**Pawn shop**

**Private detectives, detective agencies or investigative companies**

**Individual seeking information for their private use**

**Company that handles third party repossession**

**Company or individual involved in spiritual counseling**

**Subscriptions (magazines, book clubs, record clubs, etc.)**

**Tattoo service**

**Company seeking information in connection with time shares**

**Insurance Claims**

**APPENDIX A-3**

**Equifax Requirement  
VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION**

The undersigned, \_\_\_\_\_ ("Customer"), acknowledges that it subscribes to receive various information serviced from Equifax Credit Information Services, Inc. ("Equifax") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Customer's Continued use of Equifax information services in relation to Vermont consumers, Customer hereby certifies as follows:

Vermont Certification. Customer certifies that it will comply with applicable provisions under Vermont law. In particular, Customer certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Customer has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules.

Customer: \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

Account Number: \_\_\_\_\_

Date: \_\_\_\_\_

**Please also include the following information:**

Compliance Officer or Person Responsible for Credit Reporting Compliance

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

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

Mailing Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: Fax: \_\_\_\_\_

**Customer: Maintain a copy for your records. CRA: Return the fully executed Vermont Fair Credit Reporting Contract Certification by fax or mail to:  
Equifax Information Services LLC FAX - (770) 752-1298  
1550 Peachtree Street NW  
Customer Accounts - M/D J11A  
Atlanta, Georgia 30309**

**XYZ Mortgage**

---

2815 S. Alma School Rd. Ste 109  
Mesa, AZ 85210  
480-491-6001 / 800-804-0043  
www.Nationalmtg.com

**Sample Letter Of Intent**

**Trans Union Setup Requirement**

**Letter Of Intent**

**“XYZ” Mortgage is a Mortgage Broker / Banker.**

**The intent of the credit reports is mortgage applications.**

**Our anticipated volume is about ( 40 ) credit reports per month.**

**Our access is primarily local; it may become regional and national at times.**

**You're Signature**

**Authorized Manager  
XYZ Mortgage**



2815 S. Alma School Rd. Ste 109  
 Mesa, AZ 85210  
 480-491-6001 / 800-804-0043  
 www.ciscocredit.com

## CREDIT CARD AUTHORIZATION

### RIGHT TO CHARGE CREDIT CARD FOR PAYMENTS: (Required)

The undersigned acknowledges that the services will be billed monthly and that the bills are due and payable in full upon receipt. In the event that you fail to pay charges billed on your monthly Cisco Credit bill, or Cisco Credit is unable to bill you, Cisco Credit shall have the immediate right to bill outstanding sums to your credit card. Cisco Credit may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, you agree to reimburse Cisco Credit for all expenses incurred to recover sums due, including attorney's fees and other legal expenses.

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

### RIGHT TO CHARGE CREDIT CARD FOR SETUP FEE: (Required)

I authorize Cisco Credit to charge my credit card in the amount of \$65 as payment for the setup fee. The undersigned acknowledges that there is a setup fee on all accounts and the fee must be paid in advance and is non-refundable. By signing this document you are agreeing not to dispute or cancel this charge. A fax copy of this authorization and the undersigned signature may be deemed equivalent to the original and may be used as a duplicate original.

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

### RIGHT TO CHARGE CREDIT CARD ON A MONTHLY BASIS: (Optional)

The undersigned authorizes Cisco Credit to charge the credit card set forth below on the 1<sup>st</sup> of each month for the balance due of the company. By signing this document you are agreeing not to dispute or cancel this charge. A fax copy of this authorization and the undersigned signature may be deemed equivalent to the original and may be used as a duplicate original.

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

NAME AS IT APPEARS ON THE CARD

\_\_\_\_\_

BILLING ADDRESS

\_\_\_\_\_

CITY

\_\_\_\_\_

STATE

\_\_\_\_\_

ZIP

\_\_\_\_\_

CREDIT CARD NUMBER

\_\_\_\_\_

EXP.DATE



## **Repository Compliance Form**

Please list your end users for Bureau compliance:

An "End User" is anyone in the lending processes that gets a copy of the credit report or score, either electronically or on paper.

Please list the information requested below for each of the wholesale, correspondent or other lenders that your company does business with that may come into possession of a credit report you have ordered during the lending process.

**Lender / Contact Name / Address / City / State/Zip/Phone**

---

---

---

---

---

---

---

---

---

---

---

**To expedite your approval, please make sure you return  
this completed package with:**

- ✓ A copy of your mortgage brokers, bankers, real estate or applicable business license.
- ✓ A copy of your lease reflecting your company name and address, typically first and last pages.
- ✓ A copy of the an annual report published with the last (12) months
- ✓ A copy of your firms listing in the telephone directory or business phone bill.
- ✓ A copy of a pre-printed, voided company check.
- ✓ A copy of the principles driver's license.
- ✓ Completed agreement.
- ✓ Completed credit card authorization for billing of registration fee.
- ✓ Please include a Letter of Intent on your company letterhead, signed by an officer, owner or authorized manager of the company. The Letter of Intent must include the following (see attached sample letter):

The nature of your business

Your intended use for our services

Your anticipated monthly volume

Intent as to whether your access is anticipated to be primarily local, regional, or national.

**Note: An onsite Physical Inspection required at time of approval**

**\*\*\* Due to recent changes in bureau setup criteria, we are unable to accept clients that operate their business exclusively from a home office of residence. \*\*\***

**To expedite your approval, please make sure you return this completed package with:**

- ✓ A copy of your mortgage brokers, bankers, real estate or applicable business license.
- ✓ A copy of your lease reflecting your company name and address, typically first and last pages.
- ✓ A copy of the an annual report published with the last (12) months
- ✓ A copy of your firms listing in the telephone directory or business phone bill.
- ✓ A copy of a pre-printed, voided company check.
- ✓ A copy of the principles driver's license.
- ✓ Completed agreement.
- ✓ Completed credit card authorization for billing of registration fee.
- ✓ Please include a Letter of Intent on your company letterhead, signed by an officer, owner or authorized manager of the company. The Letter of Intent must include the following (see attached sample letter):

The nature of your business

Your intended use for our services

Your anticipated monthly volume

Intent as to whether your access is anticipated to be primarily local, regional, or national.