



Additional Terms and Conditions

The following pages contain appendices 'A' through 'S' as referenced in the Advantage Credit, Inc. Service Agreement as '*Additional T&C*'. By executing the Advantage Credit Service Agreement, Client acknowledges and consents to be bound by all Additional T&C provided in the Appendices below.

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For the latest version of these Additional T&C, sign in here: <https://apply.advcredit.com>

Or here: <https://www.advcredit.com/service-agreement/>

Appendix A

Experian Access Security Requirements For FCRA and GLB 5A Data XPVer112015

The following information security controls are required to reduce unauthorized access to consumer information. It is your (company provided access to Experian systems or data, referred to as the "Company") responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to get an outside service provider to assist you. Experian reserves the right to make changes to these Access Security Requirements without prior notification. The information provided herewith provides minimum baselines for information security.

In accessing Experian's services, Company agrees to follow these security requirements. These requirements are applicable to all systems and devices used to access, transmit, process, or store Experian data:

1. Implement Strong Access Control Measures

- 1.1 All credentials such as Subscriber Code number, Subscriber Code passwords, User names/identifiers (user IDs) and user passwords must be kept confidential and must not be disclosed to an unauthorized party. No one from Experian will ever contact you and request your credentials.
- 1.2 If using third party or proprietary system to access Experian's systems, ensure that the access must be preceded by authenticating users to the application and/or system (e.g. application based authentication, Active Directory, etc.) utilized for accessing Experian data/systems.
- 1.3 If the third party or third party software or proprietary system or software, used to access Experian data/systems, is replaced or no longer in use, the passwords should be changed immediately.
- 1.4 Create a unique user ID for each user to enable individual authentication and accountability for access to Experian's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.5 User IDs and passwords shall only be assigned to authorized individuals based on least privilege necessary to perform job responsibilities.
- 1.6 User IDs and passwords must not be shared, posted, or otherwise divulged in any manner.
- 1.7 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 eight (8) alphabetic and numeric characters for standard user accounts
 - For interactive sessions (i.e. non system-to-system) ensure that passwords/passwords are changed periodically (every 90 days is recommended)
- 1.8 Passwords (e.g. subscriber code passwords, user password) must be changed immediately when:
 - Any system access software is replaced by another system access software or is no longer used
 - The hardware on which the software resides is upgraded, changed or disposed
 - Any suspicion of password being disclosed to an unauthorized party (see section 4.3 for reporting requirements)
- 1.9 Ensure that passwords are not transmitted, displayed or stored in clear text; protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as "one-way" encryption. When using encryption, ensure that strong encryption algorithm are utilized (e.g. AES 256 or above).
- 1.10 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.
- 1.11 Active logins to credit information systems must be configured with a 30 minute inactive session timeout.
- 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 the membership application.

- 1.13 Company must NOT install Peer-to-Peer file sharing software on systems used to access, transmit or store Experian data.
- 1.14 Ensure that Company employees do not access their 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.
- 1.15 Implement a process to terminate access rights immediately for users who access Experian 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.
- 1.16 Implement a process to perform periodic user account reviews to validate whether access is needed as well as the privileges assigned.
- 1.17 Implement a process to periodically review user activities and account usage, ensure the user activities are consistent with the individual job responsibility, business need, and in line with contractual obligations.
- 1.18 Implement physical security controls to prevent unauthorized entry to Company's facility and access to systems used to obtain credit information. Ensure that access is controlled with badge readers, other systems, or devices including authorized lock and key.

2. Maintain a Vulnerability Management Program

- 2.1 Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry best security practices, including disabling unnecessary services or features, and 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 anti-virus software on all systems, if applicable anti-virus technology exists. Anti-virus software deployed must be capable to detect, remove, and protect against all known types malicious software such as viruses, worms, spyware, adware, Trojans, and root-kits.
 - Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
 - If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

3. 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 Experian data is classified Confidential and must be secured to in accordance with the requirements mentioned in this document 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 Experian data and information when stored electronically on any system including but not limited to laptops, tablets, personal computers, servers, databases using strong encryption such as AES 256 or above.
- 3.5 Experian data must not be stored locally on smart tablets and smart phones such as iPads, iPhones, Android based devices, etc.
- 3.6 When using smart tablets or smart phones to access Experian data, ensure that such devices are protected via device pass-code.
- 3.7 Applications utilized to access Experian data via smart tablets or smart phones must protect data while in transmission such as SSL protection and/or use of VPN, etc.
- 3.8 Only open email attachments and links from trusted sources and after verifying legitimacy.
- 3.9 When no longer in use, ensure that hard-copy materials containing Experian data are crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy

materials cannot be reconstructed.

- 3.10 When no longer in use, electronic media containing Experian data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

4. 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 Safeguards Rule.
- 4.2 Suitable to complexity and size of the organization, establish and publish information security and acceptable user policies identifying user responsibilities and addressing requirements in line with this document and applicable laws and regulations.
- 4.3 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. *If you believe Experian data may have been compromised, immediately notify Experian within twenty-four (24) hours or per agreed contractual notification timeline (See also Section 8).*
- 4.4 The FACTA Disposal Rules requires that Company 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.
- 4.5 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security in the organization.
- 4.6 When using third party service providers (e.g. application service providers) to access, transmit, store or process Experian data, ensure that service provider is compliant with Experian Independent Third Party Assessment (EI3PA) program, and registered in Experian list of compliant service providers. If the service provider is in process of becoming compliant, it is Company responsibility to ensure the service provider is engaged with Experian and exception is granted in writing. *Approved certifications in lieu of EI3PA can be found in the Glossary section.*

5. 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 Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.
- 5.6 For wireless networks connected to or used for accessing or transmission of Experian data, ensure that networks are configured and firmware on wireless devices updated to support strong encryption (for example, IEEE 802.11i) for authentication and transmission over wireless networks.
- 5.7 When using service providers (e.g. software providers) to access Experian systems, access to third party tools/services must require multi-factor authentication.

6. Regularly monitor and Test Networks

- 6.1 Perform regular tests on information systems (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g. fix critical issues immediately, high severity in 15 days, etc.)
- 6.2 Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit Experian data; establish a process for linking all access to such systems and applications. Ensure that security policies and procedures are in place to review security logs on daily or weekly basis and that follow-up to exceptions is required.
- 6.3 Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Services hereunder to access Experian 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.

7. Mobile and Cloud Technology

- 7.1 Storing Experian data on mobile devices is prohibited. Any exceptions must be obtained from Experian in writing; additional security requirements will apply.
- 7.2 Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.
- 7.3 Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
- 7.4 Mobility solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
- 7.5 Mobile applications and data shall be hosted on devices through a secure container separate from any personal applications and data. See details below. Under no circumstances is Experian data to be exchanged between secured and non-secured applications on the mobile device.
- 7.6 In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing Experian data via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication and/or adaptive/risk-based authentication mechanisms are utilized to authenticate users to application.
- 7.7 When using cloud providers to access, transmit, store, or process Experian data ensure that:
 - Appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations
 - Cloud providers must have gone through independent audits and are compliant with one or more of the following standards, or a current equivalent as approved/recognized by Experian:
 - o ISO 27001
 - o PCI DSS
 - o EI3PA
 - o SSAE 16 – SOC 2 or SOC3
 - o FISMA
 - o CAI / CCM assessment

8. General

- 8.1 Experian may from time to time audit the security mechanisms Company maintains to safeguard access to Experian information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices
- 8.2 In cases where the Company is accessing Experian information and systems via third party software, the Company agrees to make available to Experian upon request, audit trail information and management reports generated by the vendor software, regarding Company individual Authorized Users.
- 8.3 Company shall be responsible for and ensure that third party software, which accesses Experian information systems, is secure, and protects this vendor software against unauthorized modification, copy and placement on systems which have not been authorized for its use.
- 8.4 Company shall conduct software development (for software which accesses Experian information systems; this applies to both in-house or outsourced software development) based on the following requirements:
 - 8.4.1 Software development must follow industry known secure software development standard practices such as OWASP adhering to common controls and addressing top risks.
 - 8.4.2 Software development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
 - 8.4.3 Software solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
- 8.5 Reasonable access to audit trail reports of systems utilized to access Experian systems shall be

made available to Experian upon request, for example during breach investigation or while performing audits

- 8.6 Data requests from Company to Experian must include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.
- 8.7 Company shall report actual security violations or incidents that impact Experian to Experian within twenty-four (24) hours or per agreed contractual notification timeline. Company agrees to provide notice to Experian of any confirmed security breach that may involve data related to the contractual relationship, to the extent required under and in compliance with applicable law. Telephone notification is preferred at 800-295-4305, Email notification will be sent to regulatorycompliance@experian.com.
- 8.8 Company acknowledges and agrees that the Company (a) has received a copy of these requirements, (b) has read and understands Company's obligations described in the requirements, (c) will communicate the contents of the applicable requirements contained herein, and any subsequent updates hereto, to all employees that shall have access to Experian services, systems or data, and (d) will abide by the provisions of these requirements when accessing Experian data.
- 8.9 Company understands that its use of Experian networking and computing resources may be monitored and audited by Experian, without further notice.
- 8.10 Company acknowledges and agrees that it is responsible for all activities of its employees/Authorized users, and for assuring that mechanisms to access Experian services or data are secure and in compliance with its membership agreement.
- 8.11 When using third party service providers to access, transmit, or store Experian data, additional documentation may be required by Experian.

Record Retention: The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, Experian requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a consumer complaint that your company impermissibly accessed their credit report, Experian will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.

"Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$3,500 per violation."

Internet Delivery Security Requirements

In addition to the above, following requirements apply where Company and their employees or an authorized agent/s acting on behalf of the Company are provided access to Experian provided services via Internet ("Internet Access").

General requirements:

- 1. The Company shall designate in writing, an employee to be its Head Security Designate, to act as the primary interface with Experian on systems access related matters. The Company's Head Security Designate will be responsible for establishing, administering and monitoring all Company employees' access to Experian provided services which are delivered over the Internet ("Internet access"), or approving and establishing Security Designates to perform such functions.
- 2. The Company's Head Security Designate or Security Designate shall in turn review all employee requests for Internet access approval. The Head Security Designate or its Security Designate shall determine the appropriate access to each Experian product based upon the legitimate business needs of each employee. Experian shall reserve the right to terminate any accounts it deems a security threat to its systems and/or consumer data.
- 3. Unless automated means become available, the Company shall request employee's (Internet) user access via the Head Security Designate/Security Designate in writing, in the format approved by Experian. Those employees approved by the Head Security Designate or Security Designate for Internet access ("Authorized Users") will be individually assigned unique access identification accounts ("User ID") and passwords/passphrases (this also applies to the unique Server-to-Server access IDs and passwords/passphrases). Experian's approval of requests for (Internet) access may be granted or withheld in its sole discretion. Experian may add to or change its requirements for granting (Internet) access to the services at any time (including, without limitation, the imposition of fees relating to (Internet) access upon reasonable notice to Company), and reserves the right to change passwords/passphrases and to revoke any authorizations previously granted. *Note: Partially completed forms and verbal requests will not be accepted.*
- 4. An officer of the Company agrees to notify Advantage Credit, Inc. in writing immediately if it wishes to change or delete any employee as a Head Security Designate, Security Designate, or Authorized User; or if the identified

Head Security Designate, Security Designate or Authorized User is terminated or otherwise loses his or her status as an Authorized User.

Roles and Responsibilities

1. Company agrees to identify an employee it has designated to act on its behalf as a primary interface with Experian on systems access related matters. This individual shall be identified as the "Head Security Designate." The Head Security Designate can further identify a Security Designate(s) to provide the day to day administration of the Authorized Users. Security Designate(s) must be an employee and a duly appointed representative of the Company and shall be available to interact with Experian on information and product access, in accordance with these Experian Access Security Requirements. The Head Security Designate Authorization Form must be signed by a duly authorized representative of the Company.
Company's duly authorized representative (e.g. contracting officer, security manager, etc.) must authorize changes to Company's Head Security Designate. The Head Security Designate will submit all requests to create, change or lock Security Designate and/or Authorized User access accounts and permissions to Experian's systems and information (via the Internet). Changes in Head Security Designate status (e.g. transfer or termination) are to be reported to Advantage Credit, Inc. immediately.
2. As a Client to Experian's products and services via the Internet, the Head Security Designate is acting as the duly authorized representative of Company.
3. The Security Designate may be appointed by the Head Security Designate as the individual that the Company authorizes to act on behalf of the business in regards to Experian product access control (e.g. request to add/change/remove access). The Company can opt to appoint more than one Security Designate (e.g. for backup purposes). The Company understands that the Security Designate(s) it appoints shall be someone who will generally be available during normal business hours and can liaise with Experian's Security Administration group on information and product access matters.
4. The Head Designate shall be responsible for notifying Advantage Credit, Inc. in a timely fashion of any Authorized User accounts (with their corresponding privileges and access to application and data) that are required to be terminated due to suspicion (or actual) threat of system compromise, unauthorized access to data and/or applications, or account inactivity.

Designate

1. Must be an employee and duly appointed representative of Company, identified as an approval point for Company's Authorized Users.
2. Is responsible for the initial and on-going authentication and validation of Company's Authorized Users and must maintain current information about each (phone number, valid email address, etc.).
3. Is responsible for ensuring that proper privileges and permissions have been granted in alignment with Authorized User's job responsibilities.
4. Is responsible for ensuring that Company's Authorized Users are authorized to access Experian products and services.
5. Must disable Authorized User ID if it becomes compromised or if the Authorized User's employment is terminated by Company.
6. Must immediately report any suspicious or questionable activity to Experian regarding access to Experian's products and services.
7. Shall immediately report changes in their Head Security Designate's status (e.g. transfer or termination) to Advantage Credit, Inc.
8. Will provide first level support for inquiries about passwords/passphrases or IDs requested by your Authorized Users.
9. Shall be available to interact with Experian when needed on any system or user related matters.

Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
Confidential	Very sensitive information. Disclosure could adversely impact your company.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
Information Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IP Address	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
Peer-to-Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.
Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
SSID	Part of the Wi-Fi Wireless LAN, a service set identifier (SSID) is a code that identifies each packet as part of that network. Wireless devices that communicate with each other share the same SSID.
Subscriber Code	Your seven digit Experian account number.
Experian Independent Third Party Assessment Program	The Experian Independent 3rd Party Assessment is an annual assessment of an Experian Reseller's ability to protect the information they purchase from Experian. EI3PA SM requires an evaluation of a Reseller's information security by an independent assessor, based on requirements provided by Experian. EI3PA SM also establishes quarterly scans of networks for vulnerabilities.

ISO 27001 /27002	IS 27001 is the specification for an ISMS, an Information Security Management System (it replaced the old BS7799-2 standard) The ISO 27002 standard is the rename of the ISO 17799 standard, and is a code of practice for information security. It basically outlines hundreds of potential controls and control mechanisms, which may be implemented, in theory, subject to the guidance provided within ISO 27001.
PCI DSS	The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle cardholder information for the major debit, credit, prepaid, e-purse, ATM, and POS cards.
SSAE 16 SOC 2, SOC3	Statement on Standards for Attestation Engagements (SSAE) No. 1 SOC 2 Report on Controls Related to Security, Availability, Processing Integrity, Confidentiality, and Privacy. The SOC 3 Report , just like SOC 2, is based upon the same controls as SOC 2, the difference being that a SOC 3 Report does not detail the testing performed (it is meant to be used as marketing material).
FISMA	The Federal Information Security Management Act (FISMA) is United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats. FISMA was signed into law part of the Electronic Government Act of 2002.
CAI / CCM	Cloud Security Alliance Consensus Assessments Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable cloud computing assessments. The Cloud Security Alliance Cloud Controls Matrix (CCM) is specifically designed to provide fundamental security principles to guide cloud vendors and to assist prospective cloud customers in assessing the overall security risk of a cloud provider.

Appendix B

Monitoring Advantage (MA) V. 2

- A.) Client shall provide Advantage Credit, Inc. ("Advantage Credit") with a list of Consumers (hereafter, the "List") which it desires to be monitored in the format prescribed by Advantage Credit for certain prescreen offers of mortgage credit (such service known as Monitoring Advantage and hereafter referred to as "MA"). Each name on the List must be a consumer who has had a loan closed with the Client in the past, has a loan being serviced by the Client, and/or has a current depository relationship with Client. No other names can be on the list. The List shall include the borrower's first and last name, SSN, current mailing address and the loan closing date. Client may add or delete names from the List of borrowers at any time.
- B.) Client will also include in the List the name, phone number, State Licensing #'s, NMLS#, State ID #, branch name, email address, and .jpg photo of the originating loan officer for each loan. Client shall also provide Advantage Credit with the correct email address at which Client wishes to receive notices.
- C.) Advantage Credit will store the List in a secure data base, segregated from its other MA customers. The List will not be used by Advantage Credit for any purpose other than the MA service described below. Advantage Credit will not share with or otherwise transfer the List to any other person or entity with the exception of the credit bureau(s) that will assist in monitoring. Advantage Credit's transmission, transportation or storage of the List outside of the United States, or access of the List from outside of the United States, is prohibited except on prior written authorization by User. Upon Client's discontinuation of the services of MA, the List will be deleted from Advantage Credit's database. This provision will also apply to Advantage Credit's subcontractors or agents. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Advantage Credit will certify in writing to Client that destruction has been completed.
- D.) Advantage Credit will use its best efforts to monitor the names on the List and to notify Client when consumers on the List match the predetermined criteria provided by the Client (the "Criteria"), but Advantage Credit does not represent that it will be able to notify Client of each consumer on the list who meets the Criteria. Further, Advantage Credit makes no representations about the number of notifications it will send to Client. Client specifically agrees that Advantage Credit has not represented to Client that MA will be able to identify every consumer on the List each time that consumer may meet the Criteria. In accordance with Section 604(c)(2) of the FCRA, Client understands and agrees that MA may provide only: (i) the name and address of the consumer; (b) an identifier that is not unique to the consumer and that is used by the person solely for the purpose of verifying the identity of the consumer; and (c) other information pertaining to a consumer that does not identify the relationship or experience of the consumer with respect to a particular creditor or other entity ("Notification").
- E.) Client agrees that it shall provide within 3 business days each customer included within a Notification a "firm offer of credit" (FOC) as governed by the Fair Credit Reporting Act Sect 615(d) at the address provided by Client for the borrower.
- F.) Client shall review their daily notification list and notify Advantage Credit of any self pulls by 2PM MST in order to have the notification letter held and credit issued.
- G.) Client is aware of all laws and regulations restricting the initiation of advertising and telemarketing sales calls to consumers including, but not limited to, the Telemarketing Sales Rule, the Telephone Consumer Protection Act and its implementing regulations. Client acknowledges and understands that it shall be solely responsible for ensuring that all calls to telephone numbers on the Lists provided hereunder shall comply with such laws and regulations and that User shall indemnify and defend Advantage Credit from and against any and all claims brought against Advantage Credit by any third parties that in any way arise out of or relate to Client's use of MA or Lists. Without limiting the foregoing, Client shall implement compliance policies and procedures to best qualify for the *safe harbor* defense described in 16 C.F.R. § 310.4(b)(3).
- H.) Client shall provide to Advantage Credit the client's intended mail piece or telemarketing script, which mail piece or script must evidence the Client's intent to make a firm offer of credit or insurance, and must contain the disclosures required by Section 615(d) of the FCRA; and Client shall extend a firm offer of credit or insurance to each and every individual named in a Notification it receives from Advantage Credit. By receiving services under this Appendix B, Client hereby represents and warrants that in developing the List for monitoring, Client has and will continue to comply with the Gramm-Leach-Bliley Act of 1999, as amended. Further, Client agrees it will indemnify, defend, and hold harmless Advantage Credit and its directors, officers, employees, agents, contractors and sources of information from and against any loss, cost, liability and expense (including reasonable attorney's

fees), of whatever kind or nature and, without limitation, those resulting from acts or omissions from Client, its employees or agents related to this Agreement and compliance with all applicable federal, state, and local laws, rules, and regulations under this Agreement.

- I.) Client shall not withdraw or withhold the firm offer after the offer is made, except as permitted by the FCRA. Client shall use any such Notification for the foregoing purpose and no other purpose, and will not share it with any party who is not a joint user with the Client or acting at the direction of Client (such as a mail shop or telemarketing firm).
- J.) In no event shall Client further refine or net-down the Notifications provided by Advantage Credit. Each and every individual named in Notifications must receive a firm offer of credit.
- K.) Client shall maintain all records related to Notifications, including Firm offers of credit, for a period of at least five (5) years after termination of the Agreement, and shall provide copies of such records and information to Advantage Credit as may be reasonably requested from time to time.

Appendix C

Rescore Express

Purpose: To assist our mortgage-lending Client's in expediting the correction of consumer credit files at the three national credit repositories as described in Schedule A (the service). It is understood that our Client is a mortgage lender and that they are requesting assistance from Advantage Credit, Inc. to correct consumer credit files for the ultimate purpose of approving a mortgage loan to their borrower customer.

Client Responsibilities: Client will: a) assure that all items in dispute have been reviewed by the consumer prior to submission and that consumer believes that said disputes are authentic and accurate; b) comply with all federal, state and local laws and regulations applicable to Client's use of the service; c) make no warranties or guarantees of any kind or nature to the consumer or any third party regarding the service; d) assure that payment of the fees associated with this service comes from Client and not directly nor indirectly from the consumer; e) ensure Client users (employees/processors/brokers/owners/loan officers etc.) do not perform rescore services on themselves under any circumstances; and f) ensure that in the event a Client user ('Client user-consumer') has applied for a mortgage loan or refinance through the Client and a rescore is being requested/run on the 'Client user-consumer' by a coworker, that the rescore will only be done after the 'Client user-consumer' has already formally applied with the lender and the Client can provide a signed and dated letter from the lender on lender letterhead to that effect for the 'Client user-consumer' as well as a completed, signed and dated 1003 to Advantage Credit and/or Experian promptly upon request, in order to remain in compliance with the FCRA and Experian requirements and avoid potential conflict with CROA. Failure to comply will result at minimum with the cancellation of the 'Client user-consumer' credit report and rescore request, and may incur additional charges and/or cancellation fees. Involvement by Experian, the cancellation of Client membership with Advantage Credit and possible loss of access to Experian data from any vendor or Reseller may also result.

Indemnification: Client will indemnify and hold harmless Advantage Credit and its directors, officers, employees, agents, contractors and sources of information from and against any loss, cost, liability and expense (including reasonable attorney's fees), of whatever kind or nature and without limitation resulting in acts or omissions from Client, its employees or agents related to this Agreement or breach of any obligation under this Agreement.

Limitation of Liability: Advantage Credit does not warrant that it can process or resolve any dispute through the service. Except as otherwise expressly provided in this Agreement, neither party guarantees or warrants the correctness, merchantability, or fitness for a particular purpose, the information or service provided to the other. Neither Advantage Credit nor any of its officers, agents, employees, contractors, licensors, or sources of information will be liable to Client, and Client releases them for any loss or injury arising out of or caused in whole or part by acts or omissions, including negligence, in providing the service.

Appendix D

CreditXpert® Licensed Software

- A.) Client agrees the CreditXpert® license granted under this Agreement is a limited, non-exclusive, non-transferable license to remote access of Advantage Credit's licensed copy of the Licensed Software for the sole purpose of accessing one or more accounts created for the Client by Advantage Credit, and generating and printing consumer-specific reports in connection with those accounts consistent with ordinary operation of the Licensed Software's functionality. CreditXpert® retains all right, title and interest in the License Software, including all copyright and other intellectual property rights.
- B.) Client understand that licensed CreditXpert® software is not intended for any use in credit repair activities as described under the Credit Repair Organizations Act (CROA); further, client represents that it is not a Credit Repair Agency as described under CROA, and that it shall not use, offer, or provide CreditXpert® or any information derived from CreditXpert® for use in any credit repair activities described under CROA.
- C.) Client shall not change, delete or omit any information or output generated by CreditXpert® software.
- D.) Client shall not alter, reverse-engineer, disassemble or decompose the CreditXpert® Licensed Software, Information, or reports and shall not remove any copyright or proprietary notices on any files or reports.

Appendix E

Required State Certifications

California: Certification of Compliance Civil Code-Section 1785.14 (a)

Section 1785.14 (a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will be used only for a permissible purpose unless all of the following requirements are met:

Section 1745.14 (a) (1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

Section 1785.14 (a) (2) states: "If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time of the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail."

Section 1785.14 (a) (3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed. I have read, understand and will comply with California Certification of Compliance Civil Code-Section 1785.14 (a).

Vermont: Certification of Compliance with Vermont Fair Credit reporting Statute

Client's Compliance with Vermont's Fair Credit Reporting statute, **9 V.S.A. sec 2480e**, and Fair Credit Reporting rule CF 112. Vermont's statutes and rules differ from the Federal Fair Credit Reporting Act, and require a credit report user to obtain the consumer's consent prior to accessing a credit report. Company has read, understands and will comply with applicable provisions under Vermont Law. In particular, Client certifies that they will order information services relating to Vermont residents that are credit reports as defined by the VFCRA, only after having received prior consent in accordance with VFCRA sec 2480e and applicable Vermont Rules.

Vermont Fair Credit Reporting Statute, 9 V.S.A. ("VFCRA") § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to ensure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****

AGENCY 06. OFFICE OF THE ATTORNEY GENERAL

SUB-AGENCY 031. CONSUMER PROTECTION DIVISION

CHAPTER 012. Consumer Fraud—Fair Credit Reporting

RULE CF 112 FAIR CREDIT REPORTING

CVR 06-031-012, CF 112.03 (1999)

CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

Appendix F

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

**All users of consumer reports must comply with all applicable regulations.
Information about applicable regulations currently in effect can be found at the
Consumer Financial Protection Bureau's website: www.consumerfinance.gov/learnmore.**

Client acknowledges, understands and agrees to comply with the FCRA and all applicable regulations.

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at <http://www.ftc.gov/credit>. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA. The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E).
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5).

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

Users Must Provide Certifications Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA — such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing,

orally, or by electronic means. It must include the following

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA

Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at <http://www.ftc.gov/credit>.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations maybe found at <http://www.ftc.gov/credit>.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board. Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.

- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2) The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes — or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) — the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must

provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 6 15(d), users must be in compliance with the rule. The FTC's regulations will be at <http://www.ftc.gov/credit>.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's Web site, <http://www.consumerfinance.gov/learnmore>, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Section 602 15 U.S.C. 1681	Section 615 15 U.S.C. 1681m
Section 603 15 U.S.C. 1681a	Section 616 15 U.S.C. 1681n
Section 604 15 U.S.C. 1681b	Section 617 15 U.S.C. 1681o
Section 605 15 U.S.C. 1681c	Section 618 15 U.S.C. 1681p
Section 605A 15 U.S.C. 1681Ca	Section 619 15 U.S.C. 1681q
Section 605B 15 U.S.C. 1681cB	Section 620 15 U.S.C. 1681r
Section 606 15 U.S.C. 1681d	Section 621 15 U.S.C. 1681s
Section 607 15 U.S.C. 1681e	Section 622 15 U.S.C. 1681s-1
Section 608 15 U.S.C. 1681f	Section 623 15 U.S.C. 1681s-2
Section 609 15 U.S.C. 1681g	Section 624 15 U.S.C. 1681t
Section 610 15 U.S.C. 1681h	Section 625 15 U.S.C. 1681u
Section 611 15 U.S.C. 1681i	Section 626 15 U.S.C. 1681v
Section 612 15 U.S.C. 1681j	Section 627 15 U.S.C. 1681w
Section 613 15 U.S.C. 1681k	Section 628 15 U.S.C. 1681x
Section 614 15 U.S.C. 1681l	Section 629 15 U.S.C. 1681y

Appendix G-1

Equifax Requirements

Client, in order to receive consumer credit information from Equifax Information Services, LLC, through Advantage Credit agrees to comply with the following conditions required by Equifax, which may be in addition to those outlined in the Client Service Agreement ("Agreement"). Client understands and agrees that Equifax's delivery of information to Client via Advantage Credit is specifically conditioned upon Client's agreement with the provisions set forth in this Agreement. Client understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to Equifax consumer credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

1. Client hereby agrees to comply with all current and future policies and procedures instituted by Advantage Credit and required by Equifax. Advantage Credit 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.

2. Client certifies that it will order and use Limited-ID or Limited DTEC reports in connection with only one of the following purposes involving the subject of the report and for no other purpose: (a) to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability; (b) for required institutional risk control or for resolving consumer disputes or inquiries; (c) due to holding a legal or beneficial interest relating to the consumer; (d) as necessary to effect, administer, or enforce a transaction to underwrite insurance at the consumer's request, for reinsurance purposes or for the following purposes related to the consumer's insurance: account administration, reporting, investigation fraud prevention, premium payment processing, claim processing, benefit administration or research projects; (e) to persons acting in a fiduciary or representative capacity on behalf of, and with the consent of, the consumer or (f) as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, including location for collection of a delinquent account. Subscriber, if a government agency, certifies it will order and use Limited-ID or Limited DTEC in connection with the following purposes involving the subject and for no other purpose: (y) pursuant to Section 608 or (z) for an investigation on a matter related to public safety. Client further certifies that it will, with each Limited ID or Limited DTEC inquiry, include the Exception Code required by Equifax that identifies the use for which Client is ordering the information, and that because Limited ID and Limited DTEC reports are not consumer reports Client will not order or use Limited ID or Limited DTEC reports, in whole or in part, to determine eligibility for credit, insurance, or for any other permissible purpose, as defined by the FCRA, for which a consumer reporting agency is permitted to furnish a consumer report. Equifax may periodically conduct audits of Client regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Subscribers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Client gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Client's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Subscriber (i) unconditionally releases and agrees to hold EQUIFAX harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.

3. Client certifies that it is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Equifax.

4. Client agrees that Equifax shall have the right to audit records of Client that are relevant to the provision of services set forth in this agreement. Client authorizes Advantage Credit to provide to Equifax, upon Equifax's request, all materials and information relating to its investigations of Client and agrees that it will respond within the requested time frame indicated for information requested by Equifax regarding Equifax information. Client understands that Equifax may require Advantage Credit to suspend or terminate access to Equifax's information in the event Client does not cooperate with any such an

investigation. Client shall remain responsible for the payment for any services provided to Client prior to any such discontinuance.

5. Equifax information will be requested only for Client's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Client agrees that Equifax information will not be forwarded or shared with any third party unless required by law or approved by Equifax. If approved by Equifax and authorized by the consumer, Client may deliver the consumer credit information to a third party, secondary, or joint user with which Client has an ongoing business relationship for the permissible use of such information. Client understands that Equifax may charge a fee for the subsequent delivery to secondary users. Only designated representatives of Client will request Equifax information on Client's employees, and employees will be forbidden to obtain reports on themselves, associates or any other persons except in the exercise of their official duties. Client will not disclose Equifax information to the subject of the report except as permitted or required by law, but will refer the subject to Equifax. Client will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Equifax information by Client, its employees or agents contrary to the conditions of this paragraph or applicable law.

6. Client understands that it must meet the following criteria: (a) the Client company name, including any DBA's, and the address on the Client Application ("Application") and Agreement must match; (b) the telephone listing must be verified in the same company name and address that was provided on the Application and Agreement; (c) a copy of the current lease of the business must be reviewed by Advantage Credit to confirm the Client is at the same address that is shown on the Application and Agreement, and the following pages of the lease must be reviewed for verification: the signature page; the address page; the terms of the lease page; landlord name and landlord contact information; (d) a copy of the principal's driver's license is required to verify the principal's identity; (e) a current business license must be supplied, and reflect the same name and at the same address provided on the Application and Agreement. (Contact Advantage Credit for valid substitutions when a license is not required by the state), and (f) an on-site inspection of the office is to be conducted by an Equifax certified company. *Note (c) and (d) are not required if the Client is publicly traded on a nationally recognized stock exchange.

7. Client will be charged for Equifax consumer credit information by Advantage Credit, which is responsible for paying Equifax for such information; however, should the underlying relationship between Advantage Credit and Client terminate at any time during this agreement, charges for Equifax consumer credit information will be invoiced to Client, and Client will be solely responsible to pay Equifax directly.

8. Client agrees that it will properly dispose of all consumer information in accordance with the following. As used herein, "consumer information" means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data. "Dispose," "disposing," or "disposal" means: (1) the discarding or abandonment of consumer information, or (2) the sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored. A Subscriber who maintains consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. Reasonable measures include (1) implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed; (2) implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed; and (3) after due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with the above.

9. Client agrees to hold harmless Equifax and its directors, officers, employees, agents, successors and assigns, from and against any and all liabilities, claims, losses, demands, actions, causes of action, damages, expenses (including, without limitation, attorney's fees and costs of litigation), or liability, arising from or in any manner related to any allegation, claim, demand or suit, whether or not meritorious, brought or asserted by any third party arising out of or resulting from any actual or alleged negligence or intentional act of Client, whether or not any negligence of Equifax is alleged to have been contributory thereto, the failure of Client to duly and fully perform its obligations under this Agreement, the denial of service to Client by Equifax, the misuse or improper access to Equifax consumer credit information by Client or the failure of Client to comply with applicable laws or Client regulations. Client further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Equifax and releases Equifax from liability for any loss, cost, expense or damage, including attorney's fees, suffered by Client resulting directly or indirectly from its use of consumer credit information from Equifax.

10. EQUIFAX MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RESPECTING ACROPAC OR ANY OTHER MACHINERY, EQUIPMENT, MATERIALS, PROGRAMMING AIDS OR OTHER ITEMS UTILIZED BY CLIENT IN CONNECTION WITH OR RELATED TO, OR RESPECTING THE ACCURACY OF, ANY EQUIFAX CREDIT INFORMATION FURNISHED BY EQUIFAX TO ANY SUBSCRIBER.

APPENDIX G-2

Additional Equifax Information Services

This Appendix G-2 supplements the service agreement ("Agreement") under which Client receives, as part of its service from Advantage Credit, consumer credit report information available from Equifax Information Services LLC ("Equifax"). This Appendix contains additional information services available from Equifax, described below, that may be provided to Client subject to the terms and conditions of the Agreement, and additional terms and conditions that apply to such additional information services. Client's authorized representative must place his or her initials by each service listed below that Client desires to receive. Client agrees to abide by the additional terms and conditions that apply to the following service:

- FICO Score V5 (formerly BEACON 5.0)
- Pinnacle SM
- SafeScan ®
- -PERSONA®

1. FICO Score V5SM

- is a consumer report credit scoring service based on a model developed by Fair, Isaac and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed ("Score").

2. Pinnacle SM

- is a credit scoring algorithm developed by Fair, Isaac and Equifax that evaluates the likelihood that consumers will pay their existing and future credit obligations, as agreed, based on the computerized consumer credit information in the Equifax consumer reporting database.

(a) Disclosure of Scores. Client will hold all information received from Equifax in connection with any Score received from Equifax under this Agreement in strict confidence and will not disclose that information to the consumer or to others except in accord with the following sentence or as required or permitted by law. Client may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer. Client must describe the principal factors in a manner which complies with Regulation B of the ECOA.

(b) ECOA Statements. Equifax reasonably believes that, subject to validation by Client on its own records, (1) the scoring algorithms used in the computation of the Score are empirically derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the Score was designed particularly, and it is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B, with the understanding that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; and (2) the scoring algorithms comprising the Score, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. Client must validate the Score on its own records. Client will be responsible for meeting its requirements under the ECOA and Regulation B.

(c) Release. Equifax does not guarantee the predictive value of the Score with respect to any individual, and does not intend to characterize any individual as to credit capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Client for any damages, losses, costs or expenses incurred by Client resulting from any failure of a Score to accurately predict the credit worthiness of Client's applicants or customers. In the event the Score is not correctly applied by Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the score at no additional charge.

(d) Audit of Models. Client may audit a sample of the Scores and principal factors and compare them to the anonymous underlying credit reports in accordance with Equifax's audit procedures. If the Scores and principal reasons are not substantiated by the credit files provided for the audit, Equifax will review programming of the model and make corrections as necessary until the Scores and principal reasons are substantiated by the audit sample credit reports. After that review and approval, Client will be deemed to have accepted the resulting Score and principal factors delivered. It is Client's sole responsibility to validate all scoring models on its own records and performance.

(e) Confidentiality. Client will hold all Scores received from Equifax under this Agreement in strict confidence and will not disclose any Score to the consumer or to others except as required or permitted by law. Client may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer. Client must describe the principal factors in a manner which complies with Regulation B of the ECOA.

Further, Client acknowledges that the Score and factors are proprietary and that, except for (a) disclosure to the subject consumer if Client has taken adverse action against such consumer based in whole or in part on the consumer report with which the Score was delivered or (b) as required by law, Client will not provide the Score to any other party without Equifax's and Fair, Isaac's prior written consent.

(f) Limited Liability. The combined liability of Equifax and Fair, Isaac arising from any particular Score provided by Equifax and Fair, Isaac shall be limited to the aggregate amount of money received by Equifax from Client with respect to that particular Score during the preceding twelve (12) months prior to the date of the event that gave rise to the cause of action.

(g) Adverse Action. Client shall not use a Score as the basis for an "Adverse Action" as defined by the Equal Credit Opportunity Act or Regulation B, unless score factor codes have been delivered to Client along with the Score.

3. SAFESCAN®

SAFESCAN is an on-line warning system containing information that can be used to detect possible fraudulent applications for credit. Some of the information in the SAFESCAN database is provided by credit grantors. SAFESCAN is a registered trademark of Equifax.

Permitted Use. SAFESCAN is not based on information in Equifax's consumer reporting database and is not intended to be used as a consumer report. Client will not use a SAFESCAN alert or warning message in its decision-making process for denying credit or any other FCRA permissible purpose, but will use the message as an indication that the consumer's application information should be independently verified prior to a credit or other decision. Client understands that the information supplied by SAFESCAN may or may not apply to the consumer about whom Client has inquired.

4. PERSONA® and PERSONA PLUS® - are consumer reports, from the Equifax consumer credit database, consisting of limited identification information, credit file inquiries, public record information, credit account trade lines, and employment information.

FCPI Certification. Client will notify Equifax whenever a consumer report will be used for employment purposes. Client certifies that, before ordering each consumer report to be used in connection with employment purposes, it will clearly and conspicuously disclose to the subject consumer, in a written document consisting solely of the disclosure, that Client may obtain a consumer report for employment purposes, and will also obtain the consumer's written authorization to obtain or procure a consumer report relating to that consumer. Client further certifies that it will not take adverse action against the consumer based in whole or in part upon the consumer report without first providing to the consumer to whom the consumer report relates a copy of the consumer report and a written description of the consumer's rights as prescribed by the Federal Trade Commission ("FTC") under Section 609(c)(3) of the FCRA, and will also not use any information from the consumer report in violation of any applicable federal or state equal employment opportunity law or regulation. Client acknowledges that it has received from Equifax a copy of the written disclosure form prescribed by the FTC.

APPENDIX H-1

Experian Requirements

Client, in order to receive consumer credit information from Experian Information Solutions, Inc, agrees to comply with the following conditions required by Experian, which may be in addition to those outlined in the Client Service Agreement ("Agreement"), of which these conditions are made a part. Client understands and agrees that Experian's delivery of information to Client via Advantage Credit is specifically conditioned upon Client's agreement with the provisions set forth in this Agreement. Client understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to Experian credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

1. Client hereby agrees to comply with all current and future policies and procedures instituted by Advantage Credit and required by Experian. Advantage Credit 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.
2. Client agrees that Experian shall have the right to audit records of Client that are relevant to the provision of services set forth in this Agreement and to verify, through audit or otherwise, that Client is in compliance with applicable law and the provisions of this Agreement and is fact the end user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity. Client authorizes Advantage Credit to provide to Experian, upon Experian's request, all materials and information relating to its investigations of Client. Client further agrees that it will respond within the requested time frame indicated for information requested by Experian regarding Experian consumer credit information. Client understands that Experian may require Advantage Credit to suspend or terminate access to Experian information in the event Client does not cooperate with any such an investigation or in the event Client is not in compliance with applicable law or this Agreement. Client shall remain responsible for the payment for any services provided to Client by Advantage Credit prior to any such discontinuance.
3. Client certifies that it is not a reseller of the information, a private detective agency, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, asset location service, a company engaged in selling future services (health clubs, etc.), news agency, business that operates out of an apartment or a residence, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Experian.
4. Client agrees that it will maintain proper access security procedures consistent with industry standards and that if a data breach occurs or is suspected to have occurred in which Experian information is compromised or is potentially compromised, Client will take the following action:
 - a. Client will notify Advantage Credit within 24 hours of a discovery of a breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person. Further, Client will actively cooperate with and participate in any investigation conducted by Advantage Credit or Experian that results from Client's breach of Experian consumer credit information.
 - b. In the event that Experian determines that the breach was within the control of Client, Client will provide notification to affected consumers that their personally sensitive information has been or may have been compromised. Experian will have control over the nature and timing of the consumer correspondence related to the breach when Experian information is involved.
 - c. In such event, Client will provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one (1) year, in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft, from at least one (1) national consumer credit reporting bureau.
 - d. Client understands and agrees that if the root cause of the breach is determined by Experian to be under the control of the Client (i.e., employee fraud, misconduct or abuse; access by an unqualified or improperly qualified user; improperly secured website, etc.), Client may be assessed an expense recovery fee.

5. Client understands that if a change of control or ownership should occur, the new owner of the Client business must be re-credentialed as a permissible and authorized Client of Experian products and services. A third party physical inspection at the new address will be required if Client changes location.
6. If Client is an authorized residential Client the following additional requirements and documentation must be supplied: (a) Experian must be notified for tracking and monitoring purposes; (b) Client must maintain a separate business phone line listed in the name of the business; (c) a separate subscriber code for Client must be maintained for compliance monitoring; and (d) an annual physical inspection of the office is required by Experian, for which a reasonable fee may be required.
7. Client agrees to hold harmless Experian and its agents from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorney's fees, which may be asserted against or incurred by Experian, arising out of or resulting from the use, disclosure, sale or transfer of the consumer credit information by Client, or Client's breach of this Agreement. Client further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Experian and releases Experian and its agents from liability for any loss, cost, expense or damage, including attorney's fees, suffered by Client resulting directly or indirectly from its use of consumer credit information from Experian.
8. Client acknowledges that many products and services containing information provided by Experian information may also contain information from the Death Master File as issued by the Social Security Administration ("DMF"). Client certifies pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that, consistent with its applicable FCRA or GLB use of Experian information, the Client's use of deceased flags or other indicia within the information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R § 1110.102 (a)(1). Client certifies that Client will not take any adverse action against any consumer without further investigation from the deceased flags or other indicia within the Experian information.
9. Experian will not, for the fee charged for credit information, be an insurer or guarantor of the accuracy or reliability of the information. EXPERIAN DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AND SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY EXPERIAN'S ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION

Appendix H-2

Experian Credit Scoring Services Agreement

Note: This Experian Addendum refers to the Advantage Credit Client as “End User” and the credit reseller (Advantage Credit, Inc. in this case) as “Provider”.

WHEREAS, Provider Advantage Credit, Inc. 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:

General Provisions

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

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

Term. The term of this Agreement (the “Term”) is the period consisting of the Initial Term and, if this Agreement is renewed, the Renewal Term(s) as follows: 1.) Initial Term. The “Initial Term” is the period beginning at 12:01a.m. on the date of execution of the Advantage Credit, Inc. Client Service Agreement and ending at 11:59p.m on the day before the first anniversary of that date. 2) Renewal Term(s). Unless one or both of the parties delivers written notice of such party’s (parties’) intent not to renew no later than thirty (30) days before the end of the Initial Term, this Agreement will renew automatically and without further action by either party for an additional one year period (a “Renewal Term”). Thereafter, this Agreement will continue to renew automatically unless and until either party delivers non-renewal notice no later than thirty (30) days before the end of the Renewal Term. This Agreement will terminate without further action by either of the parties in the event the End User discontinues use of the Experian/ Fair, Isaac Model.

Experian/Fair, Isaac Scores

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

Time of Performance. Experian/Fair, Isaac and Provider will use commercially reasonable efforts to provide the Experian/Fair Isaac Model as expeditiously as possible and in a timely manner; provided, however, Experian Fair, Isaac and Provider will have no liability to End User hereunder for delays in providing such Experian/Fair Isaac Model.

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.).

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.

Fees. Provider will charge End User for the Scores as provided for the Service Agreement between Provider and End User.

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.

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.

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.

Compliance and Confidentiality

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.

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.

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.

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.

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.

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.

Miscellaneous

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.

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.

Appendix H-3

2-WAY AGENCY AGREEMENT FORM C PART 2 (TECHNICAL PROVIDER OF MULTIPLE END USERS)

This Agency Addendum (the "Addendum") is made and entered into as of _____ (the "Effective Date") by Advantage Credit, Inc. ("Reseller") and _____ ("End User"), and amends and supplements the Advantage Credit, Inc. Application and Service Agreement dated _____ (the "End User Agreement").

1. **Agency.** End User has entered into various agreements with various technical providers, a description of each such Technical Provider agreement has been provided by End User (each a "**Technical Provider**"), pursuant to which Technical Providers will act as End User's agent, and from time to time and on behalf of End User, will use credit information and credit scores (some of which are proprietary to Fair Isaac Corporation ("**Fair Isaac**") and some of which are proprietary to Experian Information Solutions, Inc. and its affiliates (collectively, "**Experian**")) received directly or indirectly from Reseller pursuant to the End User Agreement solely to assist End User with certain credit information processing (all such credit information and scores are collectively referred to herein as "**Information**"). End User acknowledges and agrees that Technical Providers are acting as End User's agent to assist End User with certain credit information processing. Technical Providers will be entitled to receive all of the Information that End User would be entitled to receive under the terms of the End User Agreement for the sole purpose stated herein, and Technical Providers shall not access, use, or store the Information for any other purpose. Technical Providers shall: (i) only act in accordance with End User's direction, control, and instructions when accessing, using, and/or storing the Information; and (ii) discharge its duties hereunder with care and due diligence. End User acknowledges and agrees that Reseller is entering into this Addendum at the request of and as an accommodation to End User.

2. **Payment of Fees.** Reseller will invoice End User for Reseller's fees (the "**Reseller's Fees**") for performing the services set forth in the End User Agreement. End User agrees to pay the Reseller's Fees in accordance with the terms of the End User Agreement.

3. **Compliance with Applicable Terms and Conditions.** End User agrees to inform Technical Providers of all terms and conditions of the End User Agreement (including this Addendum) applicable to Technical Provider's access to, use of, or storage of the Information on behalf of End User, including but not limited to the use, confidentiality, and intellectual property provisions thereof. End User will ensure that Technical Providers abide by the terms and conditions of the End User Agreement (including this Addendum)

4. **Scores.** Without limiting the foregoing, End User acknowledges that the credit scores and related score output contained in the Information (the "**Scores**") are proprietary to Fair Isaac and/or Experian, and End User agrees that Technical Provider will not provide the Scores to any party other than End User without prior written consent from both Experian and Fair Isaac (with respect to Fair Isaac's proprietary Scores) or Experian (with respect to Experian's Scores), except as expressly instructed by End User and as permitted under the terms of the End User Agreement, or use the Scores for any purpose other than to provide the credit information processing functions required by End User. End User agrees that Technical Providers will not (i) use the Scores for model development, model Validation (as defined below), reverse engineering, or model calibration or (ii) resell the Scores or use the Scores to maintain or populate a prospect database. For purposes of the foregoing, "**Validation**" shall mean the process wherein Scores are calculated to demonstrate a Score's ability to rank-order the outcome (such as a payment default or bankruptcy) among a group of customers, prospects or applicants, including score distribution and account performance measures (including delinquency, charge-off, bankruptcy, and revenue). End User acknowledges and agrees that Fair Isaac and Experian are third party beneficiaries of the provisions of this Section 4, with right of enforcement.

5. **Gramm-Leach-Bliley Act.** End User agrees that any Technical Provider used thereby shall be required to maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to Technical Provider's size and complexity, the nature and scope of its activities, and the sensitivity of the Information provided to it hereunder. Such safeguards shall include the elements set forth in 12 C.F.R. § 1016.4 and shall be reasonably designed to: (i) insure the security and confidentiality of the Information provided by Reseller; (ii) protect against any anticipated threats or hazards to the security

or integrity of such Information; and (iii) protect against unauthorized access to or use of such Information that could result in substantial harm or inconvenience to any consumer. End User further agrees that any Technical Provider used thereby shall be required to provide its security program to Reseller upon request and shall adopt any safeguard that Reseller may reasonably request; and, that such Technical Provider shall at a minimum be required to comply with Reseller's standard access security requirements.

6. Security Certification. End User agrees that any Technical Provider used thereby shall be required to comply with all requirements set forth in the Reseller Security Certification Policy (Attachment 2 to Experian's General Reseller Policy and Procedures).

7. Audit and Termination Rights. End User agrees that any Technical Provider used thereby shall be required to: (a) report any change of location, control, or ownership to Reseller. End User agrees that any Technical Provider used thereby shall be required to provide End User and Reseller the right to audit Technical Provider to assure compliance with the terms of the End User Agreement (including this Addendum); and, (b) provide full cooperation in connection with such audits and access to such properties, records, and personnel as End User or Reseller may reasonably require for such purpose. Reseller may terminate this Addendum by providing thirty (30) days advance written notice to End User; provided that Reseller may unilaterally terminate this Addendum immediately, or take any lesser action Reseller believes is appropriate, including but not limited to blocking End User's Technical Provider's access to Reseller services, if Reseller believes in its sole judgment, that such Technical Provider has failed to comply with any of its obligations hereunder.

8. Identification of Third Party Technical Providers. End User has separately identified and provided a list of all third party Technical Providers(3PTP) that have access to credit data provided by Experian as of the date hereof. Such listing includes, but is not limited to those technical providers involved in loan origination, application, loan processing, closings, or any other service which involves the transmission, processing, outsourcing, or any other use of credit data provided by Experian. Additionally, End User agrees to update their list of all 3PTP and provide such updates to Reseller within five (5) business days of contracting with any such third party technical provider.

9. Obligations. END USER SHALL TAKE FULL RESPONSIBILITY AND ASSUMES ALL LIABILITY FOR ANY AND ALL OF TECHNICAL PROVIDER'S ACTS OR OMISSIONS WITH RESPECT TO THE INFORMATION.

APPENDIX I-1

Trans Union Requirements

Client, in order to receive consumer credit information from Trans Union, LLC, through CRA, agrees to comply with the following conditions required by Trans Union, which may be in addition to those outlined in the Client Service Agreement ("Agreement"). Client understands and agrees that Trans Union's delivery of information to Client via CRA is specifically conditioned upon Client's agreement with the provisions set forth in this Agreement. Client understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to Trans Union consumer credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

1. Client certifies that Client shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for Client's exclusive one-time use. Client shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by Client only to Client's designated and authorized employees having a need to know and only to the extent necessary to enable Client to use the Consumer Reports in accordance with this Agreement. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.
2. Client will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
3. Client shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that Client may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its Client for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, Client shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
4. With just cause, such as violation of the terms of the Client's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Client's agreement, Reseller may, upon its election, discontinue serving the Client and cancel the agreement immediately.
5. Client will request Scores only for Client's exclusive use. Client may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents of Client who have executed an agreement that limits the use of the Scores by the third party to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) as required by law.
6. Client hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by TransUnion. 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.
7. Client certifies that it is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Trans Union.
8. Client agrees that Trans Union shall have the right to audit records of Client that are relevant to the provision of services set forth in this agreement. Client authorizes CRA to provide to Trans Union, upon Trans Union's request, all materials and information relating to its investigations of Client and agrees that it will respond within the requested time frame indicated for information requested by Trans Union regarding Trans Union information. Client understands that Trans Union may require CRA to suspend or terminate access to Trans Union's information in the event Client does not cooperate with any such an investigation. Client shall remain responsible for the payment for any services provided to Client prior to any such discontinuance.

9. Client agrees that Trans Union information will not be forwarded or shared with any third party unless required by law or approved by Trans Union. If approved by Trans Union and authorized by the consumer, Client may deliver the consumer credit information to a third party, secondary, or joint user with which Client has an ongoing business relationship for the permissible use of such information. Client understands that Trans Union may charge a fee for the subsequent delivery to secondary users.

10. Trans Union shall use reasonable commercial efforts to obtain, assemble and maintain credit information on individuals as furnished by its subscribers or obtained from other available sources. THE WARRANTY SET FORTH IN THE PREVIOUS SENTENCE IS THE SOLE WARRANTY MADE BY TRANS UNION CONCERNING THE CONSUMER REPORTS INCLUDING, BUT NOT LIMITED TO THE TU SCORES. TRANS UNION MAKES NO OTHER REPRESENTATIONS OR WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR BOTH, OF ANY AND ALL OF THE AFOREMENTIONED PRODUCTS AND SERVICES THAT MAY BE PROVIDED TO CRA. THE WARRANTY SET FORTH IN THE FIRST SENTENCE OF THIS PARAGRAPH IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, 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.

Appendix I-2

TransUnion Classic™ Credit Risk Score Services

Below are Trans Union's Required Terms for Addendum to Subscriber Agreement for Consumer Reports between Reseller and its End User Client. Note that the term Reseller is synonymous with Credit Reporting Agency, in this case Advantage Credit, Inc. Subscriber is synonymous with Client or End User.

1. Based on an agreement with Trans Union LLC ("Trans Union") and Fair Isaac Corporation ("Fair Isaac") ("Reseller Agreement"), Advantage Credit has access to a unique and proprietary statistical credit scoring service jointly offered by Trans Union and Fair Isaac which evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("Classic") 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 "Classic Score").
2. Subscriber, from time to time, may desire to obtain Classic Scores from Trans Union via an on-line mode in connection with consumer credit reports.
3. Subscriber has previously represented and now, again represents that it is a mortgage 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. Subscriber certifies that it will request Classic Scores pursuant to procedures prescribed by Advantage Credit from time to time only for the permissible purpose certified above, and will use the Classic Scores obtained for no other purpose.
5. Subscriber will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
6. Subscriber agrees that it shall use each Classic 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, Advantage Credit may, upon its election, discontinue serving the Subscriber and cancel this Agreement, in whole or in part (e.g., the services provided under this Addendum only) immediately.
8. Subscriber recognizes that factors other than the Classic 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. TransUnion 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 Subscriber with Classic Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Classic 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").
11. However, the Classic Score itself is proprietary to Fair Isaac, 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. Subscriber will not publicly disseminate any results of the validations or other reports derived from the Classic Scores without Fair Isaac and Trans Union's prior written consent.
12. In the event Subscriber intends to provide Classic Scores to any agent, Subscriber may do so provided, however, that Subscriber first enters into a written agreement with such agent that is consistent with Subscriber's obligations under this Agreement. Moreover, such agreement between Subscriber and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Classic Scores for the sole benefit of Subscriber and shall not utilize the Classic Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Classic Score is proprietary to Fair Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union 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 Classic Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Classic Scores; and (5) Such agent shall not use the Classic Scores to create or maintain a database for itself or otherwise.
13. Subscriber acknowledges that the Classic 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.
14. Subscriber 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.
15. The information including, without limitation, the consumer credit data, used in providing Classic 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 Trans Union, Fair Isaac, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Subscriber for any claim, injury or damage suffered directly or indirectly by Subscriber as a result of the inaccuracy or incompleteness of such information used in providing Classic Scores under this Agreement and/or as a result of Subscriber's use of Classic Scores and/or any other information or serviced provided under this Agreement.

16. Fair Isaac, the developer of Classic, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Classic Score ("Models") are empirically derived from Trans Union's 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 used by Classic uses a "prohibited basis" as that term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated thereunder. Classic provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Classic 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 Trans Union's database. 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.

17. THE WARRANTIES SET FORTH IN SECTION 15.1 ARE THE SOLE WARRANTIES MADE UNDER THIS ADDENDUM CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS AGREEMENT; AND NEITHER FAIR ISAAC NOR TRANS UNION 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.

18. 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.

19. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO SUBSCRIBER, IN NO EVENT SHALL THE AFORESTATED 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 SUBSCRIBER'S BREACH, DIRECTLY OR THROUGH SUBSCRIBER'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

20. ADDITIONALLY, NEITHER TRANS UNION 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 TRANS UNION'S AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS ADDENDUM, BY SUBSCRIBER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

21. This Addendum may be terminated automatically and without notice: (1) in the event of a breach of the provisions of this Addendum by Subscriber; (2) in the event the agreement(s) related to Classic between Trans Union, Fair Isaac and Advantage Credit 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 Classic Service is the subject of litigation or threatened litigation by any governmental entity.

Appendix J

FLOOD ZONE DETERMINATION AGREEMENT

This Flood Zone Determination Agreement dated _____ is by and between _____ ("Client"), with _____ principal offices located at _____ and **ServiceLink National Flood, LLC** ("ServiceLink"), a Delaware limited liability company with offices located at 500 East Border Street, 3rd Floor, Arlington, Texas 76010.

Terms and Conditions

1. Background: This Flood Zone Determination Agreement shall include these Terms and Conditions, the Schedule of Supplemental Terms and Conditions, and the Client Information Form attached hereto (all of which are incorporated herein by this reference and collectively comprise and shall be referred to herein as this "Agreement"). Subject to the terms and conditions of this Agreement, Client shall order from ServiceLink flood zone determinations, life of loan ("Life of Loan") monitoring, HMDA census data, and related information and reports (collectively, the "Services") for loans secured by residential (up to 1-4 multi-family) or commercial property referred to ServiceLink by Client. All information provided by ServiceLink or its suppliers to Client in conjunction with the Services shall be referred to herein as "Provider Information."

2. Basic Service: For each property referred to ServiceLink by Client, ServiceLink shall: (a) make a determination, given the best information available, as to whether the improvements on the Subject Property (as defined in Section 4 below) are located in a Special Flood Hazard Area ("SFHA") as set forth on the applicable Federal Emergency Management Agency ("FEMA") flood map effective at the time of the determination; and (b) deliver a report ("Certification") to Client of such determination on a Standard Flood Hazard Determination Form. Client may use the Certification in connection with the loan transaction for which it was ordered. If Client is not a mortgage lender, Client may transfer a copy of the Certification to the mortgage lender funding such transaction.

3. Life of Loan Service:

a. ServiceLink Responsibility. Upon Client's request for Life of Loan Service and payment of the applicable fee, ServiceLink will make a determination and deliver a Certification for each order as provided in Section 2 (Basic Service) above; and, for the term of the loan identified on the order for the Subject Property, ServiceLink will provide the following Life of Loan services (the "Life of Loan Services"): (1) monitor such property for changes to the: (A) SFHA as a result of FEMA flood map revisions; and (B) community participation status of such property located in an SFHA making flood insurance for such property unavailable; and (2) notify Client of any such change within sixty (60) calendar days of the effective date of the applicable flood map revision or community participation revision.

b. Client Responsibility. If a loan covered by ServiceLink's Life of Loan Services is paid off, declined or cancelled, Client shall notify ServiceLink within thirty (30) calendar days of such loan payoff, decline or cancellation. If a loan covered by ServiceLink's Life of Loan Services is sold and/or servicing is transferred to a subsequent mortgagee, the Client shall notify ServiceLink within thirty (30) calendar days of such sale or transfer. Notification from Client under this Section 3(b) shall be made by mutually acceptable electronic or other means. Failure of Client to timely notify ServiceLink shall release ServiceLink of any obligation to provide services under ServiceLink's Life of Loan Services for the applicable loan(s) of Client.

4. Orders: Client orders and ServiceLink Certifications shall be transmitted via mutually acceptable electronic or other means. Client shall furnish: (a) the type of property (single or multi-family residential or commercial); and (b) a correct and complete property street address and, if available, a legal description and/or a tax parcel number (the "Subject Property") for each order. ServiceLink's liability with regards to any multi-family or commercial property not properly classified by Client will be limited to the National Flood Insurance Protection ("NFIP") policy limits for that of a single-family. Client acknowledges that ServiceLink: (a) shall have no responsibility to verify that the legal description or tax parcel number matches the street address furnished by Client for the Subject Property; and (b) will use the street address furnished by Client to locate the Subject Property even in case of a conflict between the street address and either the legal description or the tax parcel number furnished by Client. Normally, ServiceLink will deliver a Certification within twenty-four (24) hours of receipt of a complete order, but in no event will a response to an order be delivered later than forty-eight (48) hours after receipt of the order without ServiceLink notifying Client of a delay in processing (e.g., additional research may be required), excluding Saturdays, Sundays and national banking holidays. It is the responsibility of Client to verify that ServiceLink has both: (x) received an order for Basic Service if Client has not received a response within two (2) business days; and (y) acknowledged receipt of an order for Life of Loan Services on its invoice for such Services.

5. Certain Remedies: If Client is delinquent more than sixty (60) calendar days in any payment or has otherwise breached any term of this Agreement, ServiceLink shall have the unrestricted right to suspend or terminate Services immediately, without prior notice, including any orders currently in process. Should ServiceLink, or any of its suppliers, suspect or become aware of any past or continuing misuse or unauthorized use of any Client Account Code, Password or system used to access Services, then ServiceLink reserves the right to cancel Client Account Codes/Passwords and terminate access to Services immediately, with or without prior notice to Client. Client waives any and all claims for damages arising out of any rejection of orders or any suspension, cancellation or termination of this Agreement or of any Services. Any such rejection, suspension, cancellation or termination shall not limit any other right or remedy to which ServiceLink is otherwise entitled or discharge any obligation of Client arising hereunder.

6. Compliance with Law: Client agrees that it will comply with all applicable federal, state and local laws, rules, and regulations, as amended from time to time, as they relate to its requests for and use of the Services, including without limitation any required disclosures to Client's consumer customers ("Consumers"). ServiceLink agrees that it will comply with all applicable federal and state laws, rules, and regulations, as amended from time to time, as they relate to its provision of Services.

7. Consumer Information: Client and ServiceLink agree that each shall comply with its respective responsibilities to protect the nonpublic personal information of Client's Consumers as required by Subtitle A of Title V of the Gramm-Leach-Bliley Financial Modernization Act of 1999 (15 U.S.C. 6801 et seq.), as it may be amended from time to time, and the rules and regulations promulgated thereunder (the "Privacy Act"). Specifically:

- a. Client, a "financial institution" (as defined under §509 of the Privacy Act), shall disclose the "nonpublic personal information" (as defined under §509 of the Privacy Act) of a Consumer ("Consumer Information") to ServiceLink only under circumstances in which, and for purposes for which, it is permissible to do so under the Privacy Act; and
- b. ServiceLink, a "Service Provider" (as defined under the Privacy Act), shall:
 - (1) utilize and disclose Consumer Information exclusively for the purposes contemplated by this Agreement and for no other purposes whatsoever;
 - (2) disclose Consumer Information to no person or entity except those of ServiceLink's employees, agents, and other representatives, or to subcontractors, licensors or vendors, whose access to the information is necessary to accomplish the purposes of this Agreement;
 - (3) protect Consumer Information with all measures reasonably necessary to secure the information from unauthorized or improper disclosure, dissemination or use; and

- (4) not disclose such information to any other person that is a nonaffiliated third party of both Client and ServiceLink, unless such disclosure would be lawful under the Privacy Act if made directly to such other person by Client.

8. Certain Limitations on Use: All Provider Information furnished by or for ServiceLink in response to Client requests for Services is for the exclusive use of Client solely in connection with the transaction for which it is ordered. Client shall at all times hold Provider Information and other non-public proprietary business information of ServiceLink and its suppliers in strict confidence and disclose it only to persons with a "need to know" and whose duties reasonably relate to the legitimate business purposes for which such information is obtained. Client shall not sell, transfer, license or sublicense to third parties any Provider Information except as may be specifically permitted in this Agreement. Client shall not capture, store or use copies of any Provider Information except as necessary for archiving or document retention purposes related to the transaction for which it is ordered. Provider Information shall not be used to build or to validate any electronically searchable database of consumer or real estate related information.

9. Security of Provider Information: Client is responsible to take precautions to secure any system or device used to access Services and to protect all Provider Information furnished by or for ServiceLink. Without limiting the generality of Client's responsibility, Client agrees to adhere to the requirements set forth below.

- a. Client Account Codes/Passwords shall be secured and disclosed only to authorized personnel.
- b. Client Account Codes/Passwords shall not be discussed by telephone with any unknown caller.
- c. Client shall provide adequate physical security and network security (e.g., firewalls, network monitoring, encryption, user authentication and access controls) for any system operated by or for Client to obtain Services or to transmit or store Provider Information.
- d. Client shall review, monitor and update its systems and procedures for security issues as frequently as necessary to ensure the integrity and effectiveness of its security measures.
- e. Client shall secure hard copies and electronic files of Provider Information and protect them against release or disclosure to unauthorized persons.
- f. Client shall shred, erase or otherwise destroy copies of Provider Information when no longer needed and when it is permitted to do so by applicable federal, state and local regulation(s).
- g. Client shall immediately notify ServiceLink if Client knows or has reason to know of any unauthorized access to or use of any Services. Client acknowledges that if Client's system is used improperly, or if any unauthorized personnel use Client Account Codes/Passwords, then Client may be held responsible for financial losses, fees, or monetary charges that may be incurred.

Third-party Remote Access Systems: If Client is set-up to deliver orders for Services to, and to receive Provider Information from, ServiceLink via one or more third-party networks or web-sites (each a "Third-party Remote Access System" or "TPRAS"), then the following shall be applicable: (a) ServiceLink may accept a Client order by delivery of the requested product, a confirmation notice, or, if applicable, a time service delay notice; (b) Client's use of any TPRAS shall be governed by the provider's terms of service, policies, and procedures applicable to the use thereof; (c) ServiceLink may terminate Client's use of any TPRAS to request or receive Services at any time, in ServiceLink's sole discretion, without notice by, or liability to, ServiceLink; and (d) ServiceLink assumes no liability or responsibility for the performance or non-performance of any TPRAS provider.

10. Claims:

- a. **Remedies if Subject Property is in an SFHA.** In the event that: (1)(A) ServiceLink issues a Certification on the property, identified as the Determination Address on the Standard Flood Zone Determination, that incorrectly states

that the insurable improvements thereon are “not in” an SFHA, per the FEMA flood map effective at the date of the Certification; or (B) ServiceLink issues a Certification covered by Life of Loan Services and ServiceLink breaches its notification obligations set forth in section 3.a.(2) with respect to a Subject Property where: (i) the flood hazard status of such property changes from “not in” to “in” an SFHA as a result of a FEMA flood map revision; or (ii) the community participation status of a Subject Property located in an SFHA changes making flood insurance for such property unavailable; and (2) an uninsured flood loss occurs to such insurable improvements on the Subject Property; and (3) on the date of such flood loss (the “Flood Date”) the Borrower (as defined in Section 11.d. below) is still the owner of the Subject Property and the Subject Property is still secured by the loan of Mortgagee (as defined in Section 11.d. below); and (4) Mortgagee is legally obligated to Borrower for such flood loss for failure to notify the Borrower that the Subject Property is in an SFHA or that the change of community participation status has made flood insurance unavailable; and (5) before the Flood Date, neither ServiceLink nor any other source shall have notified Mortgagee that the Subject Property is in an SFHA; and (6) after the date of the Certification but before the Flood Date, there shall not have been earlier flood damage at the Subject Property; then ServiceLink shall be liable to Mortgagee for the lowest of the following: (i) the amount that would have been paid under the terms and limits of a National Flood Insurance Protection (“NFIP”) policy as if an NFIP policy had been in effect for the Subject Property; or (ii) Mortgagee’s total losses and liability resulting from such flood loss; or (iii) the outstanding principal balance of the loan identified on the Certification; or (iv) two hundred fifty thousand dollars (\$250,000.00) for residential properties or five hundred thousand dollars (\$500,000.00) for other residential, commercial, and other non-residential properties.

- b. Remedies if not in an SFHA.** In the event that: (1)(A) ServiceLink issues a Certification on [the property](#), identified as the Determination Address on the Standard Flood Zone Determination, that incorrectly states that the insurable improvements thereon are “in” an SFHA, per the FEMA flood map effective at the date of the Certification; or (B) ServiceLink issues a Certification covered by Life of Loan Services and ServiceLink breaches its notification obligations set forth in section 3.a. with respect to a Subject Property where the flood hazard status of such property changes from “in” to “not in” an SFHA as a result of a FEMA flood map revision; and (2) Mortgagee is legally liable to the Borrower for incorrectly notifying the Borrower that the Subject Property is in an SFHA and the resulting payment of non-mandatory insurance premiums on an NFIP policy; and (3) no claim has been made against such policy for a flood loss, whether or not paid; then ServiceLink shall be liable to Mortgagee for any non-mandatory NFIP insurance premiums paid by the Borrower to cover the Subject Property after the date of the loan (if clause (1)(A) applies) or after the date of the breach (if clause (1)(B) applies) as applicable, until the first to occur of: (i) S ServiceLink or some other source notifies Mortgagee that the Subject Property is not in an SFHA; or (ii) the Subject Property is placed in an SFHA; or (iii) Borrower sells the Subject Property; or (iv) Mortgagee’s lien secured by the Subject Property is released. Any refund of premiums to which Borrower is entitled shall reduce the amount otherwise payable hereunder.
- c. Remedies for Regulatory Matters.** In the event that a regulatory agency with jurisdiction over Client assesses a penalty against Client related solely to a Certification issued by ServiceLink, ServiceLink shall indemnify and hold Client harmless from the amount of such penalty; provided that Client: (1) promptly notifies ServiceLink of any examination or investigation that may lead to the assessment of any such penalty; and (2) authorizes ServiceLink, at its expense, to: (A) participate in the applicable regulatory agency proceeding; and (B) defend, appeal or settle, any such penalty; but only to the extent any such proceeding or penalty is related to a Certification issued by ServiceLink.
- d. Definitions.** For purposes of this Section 11, items a. through e. (regarding Claims): (1) “Borrower” shall mean the original purchaser of the Subject Property to which the Certification relates, provided that “Borrower” shall not include subsequent transferees of such property; and (2) “Mortgagee” shall mean the mortgagee of such property designated as “Lender” on such Certification, and if the notification requirements below are satisfied within the period specified, “Mortgagee” shall also include a subsequent mortgagee to which a loan covered by Life of Loan Services is sold and/or servicing is transferred.

- e. **Submission of Claims.** Claims related to ServiceLink Certifications or Life of Loan Services shall be submitted to ServiceLink within sixty (60) calendar days of: (1) the date of the uninsured loss; or (2) the date Mortgagee or Borrower discovers that the insurable improvements are not in a Special Flood Hazard Area, as applicable. Failure to notify ServiceLink of any claim within the applicable sixty (60) calendar day period shall release ServiceLink of any obligation with respect to any such claim for which timely notice was not given. For Certifications issued and Life of Loan Services obtained during the term of this Agreement, the provisions of this Section 11 shall survive termination or expiration of this Agreement, provided that required notices are timely given to ServiceLink.
- f. **Disclaimer.** The Provider Information furnished by or for ServiceLink has been obtained from sources deemed reliable. However, ServiceLink and its suppliers do not guarantee: (1) the accuracy or completeness of Provider Information or any Service, except as provided in this Section 11; or (2) that the furnishing of Services will be uninterrupted. CLIENT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS PROVIDED IN THIS SECTION 11, SERVICELINK MAKES NO WARRANTY, REPRESENTATION OR UNDERTAKING, AND SHALL HAVE NO LIABILITY TO CLIENT (OR ANYONE CLAIMING THROUGH CLIENT) WITH RESPECT TO ANY SERVICELINK FLOOD HAZARD CERTIFICATION OR LIFE OF LOAN SERVICES, AND THAT THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR PROVIDED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES RELATING TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. IN NO EVENT SHALL SERVICELINK BE LIABLE TO ANY PERSON OTHER THAN CLIENT.

11. Limitation of Liability: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL SERVICELINK OR ANY OF ITS SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY TO CLIENT HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL PUNITIVE, OR EXEMPLARY DAMAGES INCURRED BY CLIENT, REGARDLESS OF HOW SUCH DAMAGES MIGHT ARISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOST PROFITS, LOSS OF REPUTATION, LOSS OF DATA, INJURY TO PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE PROPERTY, OR CLAIMS OF CLIENT FOR SUCH DAMAGE, EVEN IF SERVICELINK WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

THE REMEDIES SET FORTH IN SECTION 11 HEREOF SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF CLIENT FOR ANY BREACH BY SERVICELINK OF ITS OBLIGATIONS UNDER THIS AGREEMENT. IN ANY EVENT, AND NOTWITHSTANDING ANYTHING CONTAINED IN SECTION 11 OR ELSEWHERE IN THIS AGREEMENT THAT MAY BE TO THE CONTRARY, SERVICELINK SHALL HAVE LIABILITY ONLY FOR DETERMINATIONS MADE WITH RESPECT TO PROPERTIES FOR WHICH CLIENT MAKES OR UNDERTAKES TO SERVICE A MORTGAGE LOAN, ON OR SUBSEQUENT TO THE DATE SERVICELINK NOTIFIES CLIENT OF THE RESULTS OF SERVICELINK'S DETERMINATION.

12. Indemnification: Client shall indemnify and hold ServiceLink and its suppliers harmless from any liability, damages, cost or expense, including reasonable attorneys' fees and costs, arising out of or resulting from: (a) any breach or nonperformance by Client of any obligations to be performed by Client under this Agreement; (b) Client's negligence, malfeasance, or tortious conduct; (c) any claim based on Client's use of any third-party remote access system provider; and (d) Client shall indemnify and defend ServiceLink from all claims of third parties arising out of Client's actions, representations or omissions related to the Services. Client acknowledges that the Services are furnished in reliance upon Client's indemnities hereunder. Such indemnities shall survive any termination or expiration of this Agreement.

13. Confidentiality:

- a. Each party acknowledges that, in the course of performing its respective duties in connection with this Agreement and while exploring prospective business relationships, including, but not limited to, initial and continuing due diligence activities and requests (collectively, the “Purpose”), it may receive or obtain the Confidential Information (as defined below) of the other party. Subject to the exceptions set forth in this Section 14, the Receiving Party (as defined below) agrees that it and its affiliates, and their consultants, employees, accountants, counsel and subcontractors (each a “Representative” and collectively, “Representatives”) shall hold all Confidential Information in strict confidence, shall use the Confidential Information only for the Purpose, and shall not disclose the same to any person or entity except: (i) with the prior written consent of the Disclosing Party (as defined below), which consent may be withheld at Disclosing Party’s sole discretion, and only to the extent permitted in any such written consent; (ii) to its Representatives who have a need to know the same for the Purpose, provided that each such Representative is under a duty of non-disclosure with respect to such Confidential Information, and is under a duty to implement commercially reasonable measures to maintain the confidentiality, security and integrity of such information, either as a condition to employment, contracting or providing of services, the terms and conditions of which are substantially similar to the terms and conditions applicable to Receiving Party under this Agreement; or (iii) pursuant to any court decree, subpoena or order compelling such disclosure, provided that the Receiving Party shall promptly notify Disclosing Party of any proposed disclosure and shall cooperate in all reasonable respects, in any efforts that the Disclosing Party may elect to oppose such compelled disclosure. Furthermore, and without limiting the generality of anything in the previous sentence, the Receiving Party shall not under any circumstance use the Confidential Information in any way that is detrimental to the Disclosing Party, including, without limitation, reverse engineering any Confidential Information and utilizing any Confidential Information to compete with the Disclosing Party. Recipient shall be responsible for any unauthorized disclosure of Confidential Information by itself or any of its Representatives.
- b. Nothing contained in this Agreement shall be deemed to grant any right or license to the Receiving Party with respect to the Confidential Information or any other proprietary right or information of the Disclosing Party.
- c. The Receiving Party may disclose such Confidential Information if: (i) required by any request or order of any government authority, provided that the Receiving Party shall first notify the Disclosing Party of such requirement and, to the extent reasonable, permit the Disclosing Party to contest such requirement; or (ii) otherwise required by law. Each party therefore agrees that, in such event, the Disclosing Party shall be entitled to obtain injunctive relief against such disclosure or anticipated disclosure in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief shall in no way limit the Disclosing Party’s right to obtain other remedies available under applicable laws.
- d. No failure or delay by the Disclosing Party in enforcing any right, power, or privilege created hereunder shall operate as an implied waiver thereof, nor shall any single or partial enforcement thereof preclude any other or further enforcement thereof or the enforcement of any other right, power, or privilege.
- e. Notwithstanding anything to the contrary, Confidential Information shall not include any information that Receiving Party can demonstrate: (i) was in the public domain prior to disclosure to Receiving Party, or thereafter comes into the public domain without the fault or breach of any confidentiality obligation by Receiving Party, its employees or agents; (ii) was known by Receiving Party prior to disclosure; (iii) was acquired in good faith from a third party, and at the time of such acquisition Receiving Party had no knowledge of or reason to believe that such information was wrongfully obtained or disclosed by such third party; or (iv) was independently developed without the use of Confidential Information.

- f. The parties acknowledge and agree that use or disclosure of Confidential Information in violation of this Section 14 would cause irreparable harm to the Disclosing Party and that an award of monetary damages to the Disclosing Party would not be an adequate means to redress a breach of this Agreement. As such, the Disclosing Party shall be entitled to seek an injunction restraining Recipient and Recipient's employees and agents (as the case may be) from actual or threatened disclosure, in whole or in part, or any unauthorized use of any Confidential Information. Notwithstanding anything to the contrary, nothing in this Section 14 shall be construed as prohibiting the Disclosing Party from pursuing any other legal or equitable remedies available to it, including, without limitation, the recovery of damages.
- g. Notwithstanding anything to the contrary, the obligations set forth in this Section 14 that are imposed upon the Receiving Party with respect to Confidential Information shall be expanded to the extent required under any applicable laws.
- h. **Definitions.** For purposes of this Section 14:

"Confidential Information" shall mean all information, existing currently or later developed, concerning the Disclosing Party, provided or made available to Receiving Party, which information is not publicly disclosed by the Disclosing Party or by any entity having the legal power to do so, whether oral, written, computerized or otherwise, including, without limitation, minimum price guidelines, software and future releases of software, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, pricing and discount schedules, customer lists, customer identification information, supplier lists, financial information, sales and marketing plans, technical and non-technical information, proprietary information, and any other such information that: (i) is disclosed in a written or other tangible form pursuant to the parties performing their respective obligations under this Agreement and is clearly marked with a "confidential" legend or other comparable legend; (ii) is disclosed orally or visually and will be identified as confidential at the time of disclosure and confirmed in writing within a reasonable time; or (iii) a reasonable person would deem confidential under the context of disclosure or due to the nature of the information.

"Disclosing Party" shall mean the party disclosing or delivering the Confidential Information to the Receiving Party, whether such disclosure is directly from the Disclosing Party or through the Disclosing Party's affiliates or their employees or agents.

"Receiving Party" shall mean the party receiving or obtaining the Confidential Information relating to the Disclosing Party hereunder, whether such disclosure is directly from the Disclosing Party or through the Disclosing Party's affiliates or their employees or agents.

14. Intellectual Property: Without the prior written consent of the owner thereof, Client shall not use, or permit its employees, agents or subcontractors to use, the trademarks, service marks, logos, names or any other proprietary designations, whether registered or unregistered, of ServiceLink or any of its suppliers, their affiliates or any third-party involved in supplying Provider Information furnished by or for ServiceLink under this Agreement. Nothing in this Agreement shall be deemed to grant Client any right, title or interest (including any license, sublicense, copyright interest, or other

proprietary right) in or to any form, process or computer program utilized in the delivery of the Services by or for ServiceLink or any of its suppliers.

15. Equitable Relief: In the event that Client breaches its obligations of confidentiality or its obligations regarding the unauthorized use of any Service or any ServiceLink name, intellectual property or proprietary information, Client acknowledges that ServiceLink may be irreparably injured by such breach and shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

16. Force Majeure: None of ServiceLink, any of its suppliers, or Client shall be liable for any delay or failure to perform under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of such person including, without limitation, acts of God or public enemies, riot, terrorism, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delay, fire, earthquakes, flood, epidemics, riots or strikes. Each party agrees to strive to develop and maintain adequate backup systems, procedures and resources to assure its respective performance.

17. Entire Agreement; Amendments; Severability Waiver: This Agreement sets forth the entire understanding and agreement between ServiceLink and Client and supersedes any prior or contemporaneous oral or written agreements or representations regarding the subject matter hereof. Client may be required to execute an addendum with additional terms and conditions related to a particular Service before such service is furnished to Client. Current ServiceLink product descriptions are available from ServiceLink and are incorporated herein by reference; such descriptions are subject to change from time to time. The applicable product description in effect at the time an order for a Service is accepted shall govern such order unless otherwise agreed by Client and ServiceLink. No other changes in this Agreement may be made except in a writing executed by an officer of ServiceLink and an authorized representative of Client. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other part of its provisions. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

18. Notices: Any notice that either party may desire to give to the other party must be in writing and may be given by personal delivery, by mailing the same registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such persons as the parties may hereafter designate. Any such notice shall be deemed given upon receipt if by personal delivery, three (3) business days after deposit in the United States Mail, if sent by mail pursuant to the foregoing, or one (1) business day after timely deposit with a reputable overnight delivery service.

To ServiceLink:

ServiceLink National Flood, LLC
500 East Border Street
3rd Floor
Arlington, Texas, 76010
Attn: Mark Reedy, Managing Director

With a copy to:

ServiceLink National Flood, LLC
601 Riverside Avenue
Jacksonville, Florida, 32204
Attn: Legal Department

To Client:

[See Client Information Form](#)

19. Parties in Interest: This Agreement shall inure solely to the benefit of Client and ServiceLink, and no provision hereof is intended or shall be construed to provide or confer upon any other person or entity any direct, third party beneficiary or other derivative legal or equitable right, interest, remedy, benefit or claim arising from or in connection with the respective responsibilities, obligations and liabilities of Client and ServiceLink.

20. Governing Law; Venue; Attorneys' Fees: This Agreement, and all of the respective rights, duties, responsibilities, obligations and liabilities of the parties hereto, shall be interpreted and construed pursuant to and in accordance with the internal laws (but not the conflicts of law) of the State of Texas. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Tarrant County, Texas. Should any arbitration, legal action or proceeding be commenced by either party in order to enforce this Agreement or any term hereof, or in connection with any alleged dispute, breach, default or misrepresentation in connection with any provision hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred arising under such arbitration or proceeding, including costs of investigation, experts, negotiation and preparation of any settlement arrangements, in addition to such other relief as may be granted.

21. Assignment: Neither this Agreement nor any rights or obligations hereunder may be assigned by Client without the prior written consent of ServiceLink. This Agreement shall inure to the benefit of and be binding upon the parties hereto

and their respective successors and permitted assigns. Neither the terms of this Agreement nor any performance hereunder shall be construed to create any rights in any person other than the parties to this Agreement.

Client has read and understands this Agreement. Client certifies that all information provided to ServiceLink is true, accurate and complete. When accepted by ServiceLink in its discretion, this Agreement establishes the agreement between the parties with respect to the subject matter hereof.

ServiceLink Schedule of Supplemental Terms and Conditions

Term

- a) Initial Term: Four (4) years from the date hereof
- b) Renewal Terms: Successive one (1) year terms

This exclusive Agreement shall be renewable for successive Renewal Terms, as set forth above, without notice unless either party shall have given notice at least thirty (30) calendar days prior to the expiration of the Initial or any Renewal Term of its intent not to renew this Agreement. For Certifications issued during the Term of this Agreement, the provisions of Section 11, Claims, shall survive termination or expiration of this Agreement provided that required notices regarding such claims are timely to ServiceLink.

Appendix K

Verification Services Agreement

This Verification Services Agreement ("Addendum") is made and entered into as of the execution date of Service Agreement with Advantage Credit, Inc. ("Effective Date"), by and between Advanced Data, a Pennsylvania Corporation, (hereinafter referred to as "Advanced Data") and the end user client of Advantage credit, Inc., (hereinafter referred to as "Client").

Client and Advantage Credit, Inc. have entered into the Advantage Credit, Inc. ("Advantage Credit") Service Agreement ("Agreement"). In the event that there are conflicting terms between the Addendum and the Agreement, the Agreement terms shall take precedence.

Advantage Credit and Advanced Data's acceptance of this Addendum relationship with the Client is conditioned upon the prior execution of the Advantage Credit Member Application and Service Agreement by the Client.

Article 1. — Term.

1. This Addendum shall continue in force without any fixed date of termination, subject to cancellation by either party upon ten (10) days prior written notice mailed or delivered to the office of the other party; further subject to the right of Advanced Data at any time and without prior notice, to terminate this Addendum in event of any federal or state law or decision which affects the economic operation of Advanced Data or any violation by Client of any provision of this Addendum, and further subject to the right of Client at any time and without prior written notice, to terminate this Addendum in the event of increase in charges to the Client, as provided herein.

Article 2. — Services.

2. Advanced Data shall obtain for the Client tax return transcripts of individuals pursuant to a fully completed written authorization to be provided to Advanced Data by Client, signed by the individual (IRS Form 4506-T). A tax return transcript includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return Transcripts are available for the current year and returns processed during the prior three (3) processing years. Account Transcripts contain information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by borrower or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Records of Account are a combination of line item information and later adjustments to the account. Return Transcripts, Account Transcripts, and Records of Account are collectively referred to as "Tax Transcripts".
- 2.1 Client represents that every IRS Form 4506-T submitted to Advanced Data was obtained directly from the individuals for whom the Tax Transcripts are sought and that Client intends to use the Tax Transcripts only for lawfully permitted purposes.
- 2.2 Advanced Data shall obtain for the Client Verification of Employment/Income of individuals pursuant to a fully completed written authorization to be provided to Advanced Data by Client, signed by the individual. A total of two (2) verifications shall be provided for current employment, one directly following receipt of the written authorization and one three (3) days prior to loan closing. A verification of employment (VOE) includes information regarding the status of the employment of the individual, including verification of employer, start date, end date if applicable, position, and verifier's name/position. A verification of income (VOI) includes obtaining a completed Form 1005 from the employer with information regarding the status of the employment of the individual, start date, end date if applicable, compensation, position, and signature of verifier with verifier's name/position. The report provided directly following receipt of the written transcript will act as a means of comparison for both the information provided by the individual and the information collected from the second verification of employment. This process intends to indicate that no unreported changes have occurred in the employment status of the individual.

- 2.2.1 eVoE™ is a verification of employment tool used by the lender to request the VOE directly from

the Employer of the Borrower/Co-Borrower. The lender accepts responsibility for verifying who the recipient is receiving the eVoE, which is sent by email, and verifying who completes the eVoE. Though eVoE utilizes multi-factor authentication, it is the responsibility of the lender to confirm all parties providing data for the VOE. If the eVoE is not returned in a timely manner, the lender may choose to upgrade the eVoE which sends the order to Advanced Data's VOE Division to complete.

2.2.2 eVoE™ utilizes eSignature technology which is an extra fee in addition to the eVoE charge.

2.2.3 When eVoE is used via an LOS, a nominal fee may be charged, even if the eVoE is not completed by the employer.

2.3 When a VOE/VOI can only be obtained through a Third Party Automation Verification of Employment service, Advanced Data will utilize the service and pass through the Third Party fee to the Client, as well as charging the Advanced Data fee. If the Third Party requires the Client to have a separate account, Advanced Data will assist Client with the sign up process. If employment information returned by the Third Party is not sufficient a separate order can be placed by Client to obtain further detailed employment or payroll data.

2.4 When Client requires further conditions beyond the scope of the completed VOE, further charges may be applied by Advanced Data.

2.5 Equifax Verification Services (EVS): The Work Number

If Client requests information that is obtained from The Work Number, the following additional terms apply:

2.5.1 Client obligation

- a. Client certifies that It will order Data from the Service only when Client intends to use the Data (i) in accordance with the Fair Credit Reporting Act ("FCRA" and all state law FCRA counterparts) as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes; (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with the underwriting of insurance involving the Consumer, (3) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with an existing credit obligation, (4) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, (5) when Client otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; or (6) for employment purposes and for no other purpose. Client certifies that before ordering Data to be used in connection with employment purposes, it will clearly and conspicuously disclose to the subject Consumer, in a written document consisting solely of the disclosure, that Client may obtain Data for employment purposes and will also obtain the Consumer's written authorization to obtain or procure Data relating to that Consumer. Client further certifies that it will not take adverse action against the consumer based in whole or in part upon the Data without first providing to the Consumer to whom the Data relates a copy of the Data and a written description of the Consumer's rights as prescribed by the CFPB, and also will not use any Data in violation of any applicable federal or state equal opportunity law or regulation.
- b. Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order Data relating to Vermont residents only after Client has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Client further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Article 11 was received from EVS.
- c. Client may use the Data provided through the Service only as described in this Addendum. Client may reproduce or store the Data obtained from the Service solely for its own use in accordance with this Addendum, and will hold all Data obtained from the Service under this Addendum in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Client first obtains EVS's written consent; provided, however, that Client may discuss Consumer Data with the Data subject when Client has taken adverse action against the subject based on the Data. Client will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by EVS, except in any state where this contractual prohibition would be invalid. Client will refer the Consumer to EVS whenever the Consumer disputes the Data disclosed by Client. Client will not interpret the failure of EVS to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- d. Client will comply with the provisions of all applicable federal, state and local laws, including but not limited to

the FCRA, the Federal Equal Credit Opportunity Act, as amended (the "ECOA"), all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the Consumer.

- e. Client acknowledges it shall employ decision-making processes appropriate to the nature of the transaction and in accordance with industry standards and will use the Data as part of its processes.

2.5.2 DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITY.

EVS NOR ADVANCED DATA MAKE, AND THERE ARE, NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RESPECTING ANY EVS INFORMATION OR ANY OTHER MACHINERY, EQUIPMENT, MATERIALS, PROGRAMMING AIDS OR OTHER ITEMS UTILIZED BY CLIENT IN CONNECTION WITH OR RELATED TO, ANY INFORMATION SERVICES OR EVS INFORMATION FURNISHED TO CLIENT OR TO ANY SUBSCRIBERS.

EXCEPTING THE INDEMNIFICATION RIGHTS, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ADDENDUM, INCLUDING ANY AND ALL AMENDMENTS TO IT, NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES OR AFFILIATED CREDIT BUREAUS WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS.

- 2.5.3 INDEMNIFICATION. Client will indemnify and hold harmless Advanced Data, Advantage Credit, Inc., EVS and the EVS Entities from and against any and all liabilities, claims, losses, demands, actions, causes of action, damages, expenses (including, without limitation, attorneys' fees and costs of litigation), or liability, arising from or in any manner related to any allegation, claim, demand or suit, whether or not meritorious, brought or asserted by any third party in any way arising out of (i) any actual or alleged negligence or intentional act of Client, whether or not any negligence of EVS is alleged to have been contributory thereto, (ii) the failure of Client to duly and fully perform its obligations under this Addendum, (iii) the failure of Client to insure the reliable and accurate delivery of EVS Information, misuse or improper access to EVS Information by Client, or (iv) the failure of Client to comply with applicable laws or regulations.

2.5.4 AUDIT: EVS shall have the right to audit Client's performance under this Addendum, from time to time, during normal business hours, at all locations containing relevant records, with ten (10) days prior notice to Client. Client shall (i) fully cooperate with and in such audit, and (ii) promptly correct any discrepancy revealed by such audit. Client shall provide EVS or its designee access to properties, records and personnel as EVS may reasonably request to conduct such audit(s).

2.5.5 NO THIRD-PARTY BENEFITS. Advanced Data and Client acknowledge and intend that this Addendum was entered into solely for the respective benefit of each of them and their respective successors and assigns and nothing in this Addendum will be construed as giving any person, firm, corporation or other entity, other than the parties to this Addendum and their respective successors and permitted assigns any right, remedy or claim under or in respect of this Addendum or any of its provisions.

2.6 Advanced Data shall verify an individual's name, social security number (SSN) and date of birth. This service is designed to provide you with only a "yes" or "no" verification of whether the SSN is verified to be associated with the listed borrower's name within the Social Security Administration's records. If our records show that the SSN holder is deceased, Advanced Data will return a death indicator to Client. Advanced Data's verifications do not verify an individual's identity. Advanced Data does not verify employment eligibility, nor does it interface with the Department of Homeland Security's (DHS) verification system, and it will not satisfy DHS's I-9 requirements.

2.7 Advanced Data also provides the following services which the lender may utilize at their discretion: VOA (Verification of Assets), VOD (Verification of Deposit), VOM (Verification of Mortgage), VOR (Verification of Rental)

2.8 The following acknowledgements are required by the Social Security Administration (SSA):

The Client agrees that it shall use all SSN verifications only for the purpose stated on the SSA-89 form, and shall make no further use or re-disclosure of the verification; and Section 1140 of the Social Security Act authorizes the SSA to impose civil monetary penalties on any person who uses the words "Social Security" or other program-related words, acronyms, emblems, and symbols in connection with an advertisement, solicitation, or other communication, "in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such item is approved, endorsed, or authorized by the Social Security Administration..." 42 U.S.C. § 1320b-10(a); and Advanced Data and the Client are specifically prohibited from using the words "Social Security" or other program-related words, acronyms, emblems, and symbols in connection with an advertisement for "identity verification"; and Advanced Data and the Client are specifically prohibited from advertising that SSN verification provides or serves as identity verification; and The SSA has the right of access to all Advanced Data books and records associated with the Consent Based Social Security Number Verification (CBSV) program at any time; and The Client agrees to follow the requirements for safeguarding and reporting the loss of Personally Identifiable Information (PII) as outlined in Article 6.

Article 3. — Consideration.

- 3.1 In exchange for engaging the services of Advanced Data as set forth in Article 2 of this Addendum, Client shall pay for Advanced Data services as invoiced by Advantage Credit.
- 3.2 Client will be charged a processing fee of \$50.00 for any item returned unpayable, in addition to other collection remedies in the event Advanced Data is deemed to be the prevailing party in any action to collect fees due and owing from Client.

Article 4. — Limitation of Liability.

- 4.1 Advanced Data obtains information directly from various third party private and public sources over which it has no control. These sources of information are considered reliable. However, Client acknowledges, understands and agrees that Advanced Data is not an insurer or guarantor of the accuracy of the information contained in any report and expressly waives any and all claims against Advanced Data for any loss or injury to Client resulting from obtaining or furnishing, or failing to obtain or furnish such information. Advanced Data agrees that it will accurately transmit to client the information it receives from such sources.

Article 5. — Confidentiality.

- 5.1 "Confidential Information" means all recorded or oral information or data (including without limitation, intellectual property, techniques, research, financial information, business plans, procedures, know-how, computer programming, software, policies, agreements, marketing plans, data, data sources, engineering, manufacturing, sales, operating, costs, reports, analysis, compilations, summaries, studies and any other material or information or any materials based thereon) provided by one party to the other party in connection with this Addendum. Confidential Information shall remain the property of the party from or through whom it was provided.
- 5.2 Each party shall: (i) restrict disclosure of the other party's Confidential Information to employees and agents solely on a "need to know" basis in order to perform obligations and/or exercise rights under the Addendum; (ii) advise its employees and agents of their confidentiality obligations; (iii) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information of similar importance, but under no circumstances less than a reasonable amount of care; (iv) establish procedural, physical and electronic safeguards designed to prevent the compromise or unauthorized disclosure of Confidential Information; and (v) notify the other party of any unauthorized possession or use of its Confidential Information as soon as possible following notice of that unauthorized use or possession. Each party shall be responsible for any breach of this nondisclosure section by any of its employees, attorneys, accountants, agents, contractors, consultants or other representatives.
- 5.3 Neither party shall be obligated to preserve the confidentiality of any information that: (a) was previously known to the receiving party on a non-confidential basis; (b) is a matter of public knowledge; (c) was or is independently developed by the receiving party without reference to the other party's Confidential Information; (d) is released for disclosure with written consent of the disclosing party; or (e) is received from a third party to whom the information

was disclosed without restriction. Disclosure of Confidential Information shall be permitted if that disclosure is: (1) required by law; or (2) in response to a valid order of a U.S. court, regulatory agency or other governmental body, provided that (if legally permitted) the disclosing party receives written notice and is afforded a reasonable opportunity to obtain a protective order.

5.4 Advanced Data will not use or disclose any nonpublic personal information as defined at 16 CFR 313.3(n) ("NPI") provided by Client to the extent prohibited by any governmental agency, common law, regulation, rule, decision, policy having the force of law, ordinance, court order or other legal requirement, including, without limitation, the Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq. (the "FCRA") and Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sections 6801 et seq. (the "GLBA" and together with the FCRA, collectively, the "Laws"). Advanced Data will develop, implement, maintain and use appropriate and effective administrative, technical and physical safeguards as required by the Laws to prevent unauthorized or prohibited use of NPI and to dispose of it in a secure manner. Advanced Data will keep such security measures current and documented in written policies, procedures and guidelines, which Advanced Data will provide to Client upon written request. In order to accelerate notifications of a breach, Advanced Data will reimburse Client for costs incurred in notifying Client's customers and clients of a security breach which is principally caused by an act or omission of Advanced Data or its employees, agents or representatives.

5.5 Both parties expressly agree that monetary damages alone may be inadequate to compensate the other party for any breach of the covenants and agreements set forth in this Article 5 and that in the case of a violation or threatened violation, in addition to any other remedies that may be available in law, in equity, or otherwise, the disclosing party shall be entitled to obtain injunctive relief without the necessity of proving actual damages and without bond.

5.6 The receiving party shall at any time upon the disclosing party's written request, or upon termination of this Addendum, either return or destroy, at the receiving party's option, the disclosing party's Confidential Information. Notwithstanding the foregoing, either party may keep a copy of the other party's Confidential Information solely for maintaining reasonably appropriate business records in conformity with the party's record retention protocols or as may be required by the Addendum or applicable law.

Article 6. – Protecting and Reporting the Loss of Personally Identifiable Information (PII).

6.1. PII is any information about an individual maintained by an entity, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, SSN, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked to an individual, such as medical, educational, financial, and employment information. "Authorized User" in this Addendum shall mean: any employee, agent, third party, person, staff, contractor, subcontractor, independent contractor, any entity whatsoever, or otherwise, that handles or has access to PII in any manner whatsoever, whether on paper or stored electronically, that is authorized by Client to handle or have access to PII.

6.1.1. The Client's Responsibilities in Safeguarding PII

The Client shall establish, maintain, and follow its own policy and procedures to protect PII, including policies and procedures for reporting lost or compromised, or potentially lost or compromised, PII. The Client shall inform its Authorized Users which handle PII of their individual responsibility to safeguard such information. In addition, the Client shall, within reason, take appropriate and necessary action to: (1) educate Authorized Users on the proper procedures designed to protect PII; and (2) enforce their compliance with the policy and procedures prescribed.

All Authorized Users shall properly safeguard PII from loss, theft, or inadvertent disclosure. Each Authorized user is responsible for safeguarding this information at all times, regardless of whether or not the user is at his or her regular duty station.

6.1.2. Reporting Lost, Compromised, or Potentially Compromised PII

6.1.2.1. When either Party or Client's Authorized User (Discovering Party "DP") becomes aware or suspects that PII provided by Advanced Data has been lost, compromised, or potentially compromised, the DP, in accordance with its incident reporting process, shall provide immediate

notification of the incident to the primary Advanced Data or Client's contact. If the primary Advanced Data or Client's contact is not readily available, the DP shall immediately notify one of two Advanced Data or Client's alternates, if names of alternates have been provided. The Client shall act to ensure that each Authorized User DP has been given information as to who the primary and alternate Advanced Data and Client's contacts are and how to contact them.

In all cases of a possible lost, compromise or breach of PII provided by Advanced Data, all Parties shall be notified to coordinate an investigation and division of responsibility of the investigation.

6.1.2.2. Each Party shall provide the primary contact or the alternate of the other Party, as applicable, with updates on the status of the reported PII loss or compromise as they become available but shall not delay the initial report.

6.1.3.2 The Party suffering the loss shall provide complete and accurate information about the details of the possible PII loss to contact/alternate, including the following information:

1. Contact information (for the Party);
2. A description of the loss, compromise, or potential compromise (i.e., nature of loss/compromise/potential compromise, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;
3. A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);
4. Name of Party's employee contacted;
5. Whether any Party or the DP has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.);
6. Whether the Party or the DP has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports); and
7. Any other pertinent information

Article 7. – Client Acknowledgements.

7.1 Client hereby acknowledges and agrees as follows:

- 7.1.1 Client is a duly organized sole proprietorship, partnership, limited liability company or corporation, as applicable, and validly existing and in good standing in the jurisdiction in which it is formed and any other jurisdiction in which it is registered to do business;
- 7.1.2 The execution and delivery of this Addendum and Client's compliance with all of the covenants, terms and conditions herein have been duly authorized by the requisite action of the Client, in conformity with its organizational documents and/or the applicable laws of its jurisdiction; and has been duly executed and delivered by the duly authorized officer or signatory below;
- 7.1.3 Client will at all times throughout the term of this Addendum, comply with and adhere to its responsibilities under the Laws and its obligations under Article 5, and, in the event of any breach or violation, or threatened breach or violation, of the Laws and/or its obligations under Article 5, will notify Advanced Data in a timely manner so that such violation may be remedied in the discretion of Advanced Data;
- 7.1.4 Client will not sell, transfer or otherwise dispose of the information received as a result of the services to be performed hereunder, to any other entity or person, without the express prior written consent of Advanced Data.

Article 8. — Miscellaneous.

8.1 The person(s) signing this Addendum on behalf of the Client and Advanced Data represent and warrant that they are authorized to do so.

8.2 This Addendum shall not be amended or modified in any respect, and none of the provisions of this

Addendum shall be waived, except by an instrument in writing signed by the party against whom enforcement is sought.

8.3 Headings. The Article headings of this Addendum are for convenience of reference only and do not form a part of this Addendum and do not in any way limit, modify, interpret or construe the provisions of this Addendum.

8.4 Notices. Any notice required or permitted hereunder shall be in writing and shall be delivered in person or by prepaid, first class, registered mail, with return receipt requested, or overnight courier, addressed to the parties at the address herein above or such other address as last provided to the other party by written notice.

Such notices shall be deemed to have been duly given and received when delivered in person or one day after dispatched by a reputable overnight courier or three days after dispatched by registered or certified mail, properly addressed postage prepaid.

8.5 Assignment. This Addendum and any rights hereunder shall not be assignable by any party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.

8.6 Binding Effect. This Addendum and any modification, amendment or waiver shall be binding upon each of the parties hereto and their representatives, heirs, successors and permitted assigns.

8.7 No Waiver Remedies. No failure on the part of any party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof. No waiver of any breach by any party of the terms and conditions hereof shall operate as a waiver of any other and further breach of any of the terms and conditions hereof, or of any remedies provided by law or equity.

8.8 Governing Law, Jurisdiction and Venue. This Addendum shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania without regard to the conflict of laws provisions thereof. Each of the parties hereby expressly and irrevocably submit to the jurisdiction and venue of a court sitting in the Commonwealth of Pennsylvania, Pike County, in any action or proceeding arising out of or relating to this Addendum and expressly and irrevocably waives any immunity from jurisdiction thereof and any claim of improper venue, forum non convenience or any similar basis to which it might otherwise be entitled in any such action or proceeding.

8.9 Further Actions. All parties agree to execute, acknowledge and deliver in proper form such additional documents and perform such further actions as may be necessary or appropriate to effectuate the provisions of this Addendum.

8.10 Counterparts. This Addendum may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one Addendum.

8.11 Representations Survival. The representations, warranties, covenants and agreements herein contained shall survive any termination of this Addendum.

8.12 Construction. This Addendum has been reviewed by counsel to all parties hereto and shall be deemed prepared by both counsel. Any ambiguities shall not be deemed to construe against either party hereto.

8.13 Terminology. All personal pronouns used in the Addendum, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa, as the context may require.

8.14 Severability. If any terms or part of this Addendum shall be determined to be illegal, invalid, or otherwise unenforceable for any reason whatsoever, the remaining terms of this Addendum shall nonetheless remain in full force and effect.

8.15 Misuse of Information. If a Client or one of its employees misrepresents to Advanced Data the reason for a report or requests a report for an impermissible purpose, Advanced Data may terminate service without notice in addition to other remedies available to Advanced Data. Client understands that its misuse of or improper request for information may have a direct impact upon Advanced Data and may cause it to be unable to obtain information for any of its clients resulting in substantial damages for which Client would be liable. Further, those involved in such improper

requesting may be subject to criminal penalties of imprisonment and/or significant fiduciary penalties.

- 8.16 If a Verification of Employment or a Verification of Deposit is returned from an employer or financial institution directly to the Client rather than Advanced Data, the Client must forward the verification to Advanced Data in order for the request to be complete.

Article 9. — Right to Monitor Performance.

- 9.1 Advanced Data acknowledges that pursuant to regulatory guidance, including the Office of the Comptroller of the Currency (OCC) Bulletin 2001-47, and associated rules and regulations, Client is required to engage in ongoing oversight of its relationship with Advanced Data, including, but not limited to reviewing Advanced Data's financial condition, its internal controls, compliance with privacy laws and consumer regulations, insurance coverage, and performance under this Addendum.
- 9.2 Advanced Data agrees to reasonably cooperate with Client in monitoring Advanced Data's performance under this Addendum and to timely provide Client with updated reports and information in such form as Client may reasonably request and at no cost to Client. Examples of reports and information that may be requested by Client include policies and procedures, financial statements, SSAE16 Controls Reviews, intrusion testing and results, insurance certifications and disaster recovery/business resumption plan and testing.

Article 10. — Termination.

This Addendum will remain in full force and effect from the Effective Date until either party gives written notice of termination to the other at least ninety (90) days prior to the termination date. However, if Client is delinquent in the payment of charges or violates the terms of this Addendum, including its obligation to comply with the FCRA, EVS may, at its election, discontinue providing services to Client and cancel this Addendum immediately by written notice to Client. If this Addendum is terminated for any reason, all indemnification, defense and hold harmless obligations contained in this Addendum will survive termination and will remain in full force and effect as to all Information Services requested by Client or any Qualified Subscriber.

Article 11. – Vermont Law

Vermont Fair Credit Reporting Statute,
9V.S.A. §2480e (1999)

§2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
- (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
- (1) The ability of a person who has secured the consent of the consumer pursuant to subdivision (a) (2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
- (2) The use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES

*** CURRENT THROUGH JUNE 1999 ***

AGENCY 06. OFFICE OF THE ATTORNEY GENERAL

SUB-AGENCY 031. CONSUMER PROTECTION DIVISION

CHAPTER 012. Consumer Fraud- Fair Credit Reporting

RULE CF 112 FAIR CREDIT REPORTING CVR 06-031-012, CF 11203 (1999)

CF 11203 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9V.S.A. §§2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9V.S.A. §§2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9V.S.A. §§2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

Appendix L

LexisNexis 'Section B' Terms and Conditions

1. RESTRICTED LICENSE. Advantage Credit, Inc. hereby grants to Customer a restricted license to use the Advantage Credit, Inc. Services and any data contained therein, subject to the restrictions and limitations set forth below:

(i) **Generally.** Advantage Credit, Inc. hereby grants to Customer a restricted license to use the Advantage Credit, Inc. Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the Advantage Credit, Inc. Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the Advantage Credit, Inc. Services for marketing purposes or resell or broker the Advantage Credit, Inc. Services to any third party and shall not use the Advantage Credit, Inc. Services for personal (non-business) purposes. Customer shall not use the Advantage Credit, Inc. Services to provide data processing services to third-parties or evaluate the data of or for third-parties. Customer agrees that if Advantage Credit, Inc. determines or reasonably suspects that continued provision of Advantage Credit, Inc. Services to Customer entails a potential security risk, or that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating the data of or for third-parties, or using the Advantage Credit, Inc. Services for personal (non-business) purposes or using the Advantage Credit, Inc. Services' information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, Advantage Credit, Inc. may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the Advantage Credit, Inc. Services. Customer shall not access the Advantage Credit, Inc. Services from Internet Protocol addresses located outside of the United States and its territories without Advantage Credit, Inc.'s prior written approval. Customer may not use the Advantage Credit, Inc. Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the Advantage Credit, Inc. Services and information provided therein. Advantage Credit, Inc. may at any time mask or cease to provide Customer access to any Advantage Credit, Inc. Services or portions thereof which Advantage Credit, Inc. may deem, in Advantage Credit, Inc.'s sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data.** Some of the information contained in the Advantage Credit, Inc. Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and related state laws, (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the Advantage Credit, Inc. Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain Advantage Credit, Inc. Services and will recertify upon request by Advantage Credit, Inc. Customer certifies with respect to GLBA Data received through the Advantage Credit, Inc. Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) **DPPA Data.** Some of the information contained in the Advantage Credit, Inc. Services is "personal information," as defined in the Drivers Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws, (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the Advantage Credit, Inc. Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain Advantage Credit, Inc. Services and will recertify upon request by Advantage Credit, Inc..

(iv) **Social Security and Driver's License Numbers.** Advantage Credit, Inc. may in its sole discretion permit Customer to access LexisNexis Data. If Customer is authorized by Advantage Credit, Inc. to receive LexisNexis Data, and Customer obtains LexisNexis Data through the Advantage Credit, Inc. Services, Customer certifies it will not use the LexisNexis Data for any purpose other than as expressly authorized by Advantage Credit, Inc. policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 2 below, Customer agrees that it will not permit LexisNexis Data obtained through the Advantage Credit, Inc. Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for LexisNexis Data and recertify upon request by Advantage Credit, Inc. Customer may not, to the extent permitted by the terms of this Agreement, transfer LexisNexis Data via email or ftp without Advantage Credit, Inc.'s prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. Advantage Credit, Inc. may at any time and for any or no reason cease to provide or limit the provision of LexisNexis Data to Customer.

(v) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the Advantage Credit, Inc. Services.

(vi) **National Change of Address Database.** Advantage Credit, Inc. is a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Customer receives all or a portion of the NCOA Database through the Advantage Credit, Inc. Services, Customer hereby certifies to Advantage Credit, Inc. that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to Advantage Credit, Inc. the NCOA Processing Acknowledgement Form.

(vii) **Additional Terms.** Certain materials contained within the Advantage Credit, Inc. Services are subject to additional obligations and restrictions. Without limitation, these services include news, business information (e.g., Dun & Bradstreet reports), and federal legislative and regulatory materials. To the extent that Customer receives such materials through the Advantage Credit, Inc. Services, Customer agrees to comply with the General Terms and Conditions for Use of Advantage Credit, Inc. Services contained at the following website: www.lexisnexis.com/terms/general (the "General Terms"). The General Terms are hereby incorporated into this Agreement by reference.

(viii) **Fair Credit Reporting Act Obligations.** Customer certifies that when using the Advantage Credit, Inc. FCRA Services, it will comply with all applicable provisions of the FCRA and all other applicable federal, state and local legislation, regulations and rules. Without limiting the generality of the foregoing, Customer certifies that (a) Customer will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations; and (b) Customer will comply with all Vermont statutes and regulations on fair credit reporting, including but not limited to, obtaining the consent of Vermont residents prior to obtaining any information on Vermont residents through these Advantage Credit, Inc. Services. In addition, Customer certifies it has a permissible purpose under the FCRA for obtaining a Consumer Report as set forth in this Agreement. Customer acknowledges that Advantage Credit, Inc. has provided the "Notice to Users of Consumer Reports", attached hereto as Attachment A, which informs users of consumer reports of their legal obligations under the FCRA.

(ix) **Non-FCRA Data.** The Advantage Credit, Inc. Non-FCRA Services provided pursuant to this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act, (15 U.S.C. §1681, et seq.), (the "FCRA"), and do not constitute "consumer reports" as that term is defined in the FCRA. Accordingly, the Advantage Credit, Inc. Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Advantage Credit, Inc. Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the Advantage Credit, Inc. Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; or (6) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Advantage Credit, Inc. Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Advantage Credit, Inc. Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (viii), use the Advantage Credit, Inc. Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Advantage Credit, Inc. Services to take any "adverse action," as that term is defined in the FCRA.

(x) **MVR Data.** If Customer is permitted to access Motor Vehicle Records ("MVR Data") from Advantage Credit, Inc., without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by Advantage Credit, Inc., or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by Advantage Credit, Inc., Customer shall complete any state forms that Advantage Credit, Inc. is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) Advantage Credit, Inc. (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. Further, in response to any audit, Customer must be able to substantiate the reason for each MVR Data order.

(xi) **American Board of Medical Specialties ("ABMS") Data.** If Customer is permitted to access ABMS Data from Advantage Credit, Inc., Customer shall not use, nor permit others to use, ABMS Data for purposes of determining, monitoring, tracking, profiling or evaluating in any manner the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

(xii) **Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 1(ii), 1(iii) and 1(ix), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xiii) **Economic Sanctions Laws.** Customer acknowledges that Advantage Credit, Inc. is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European

Union, and the United Kingdom. Customer shall not provide access to Advantage Credit, Inc. Services to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place Advantage Credit, Inc. in a position of non-compliance with any such economic sanctions laws

2. **SECURITY.** Customer acknowledges that the information available through the Advantage Credit, Inc. Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to Advantage Credit, Inc. Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the Advantage Credit, Inc. Services for personal reasons, or (ii) transfer any information received through the Advantage Credit, Inc. Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 1, take all commercially reasonable measures to prevent unauthorized access to, or use of, the Advantage Credit, Inc. Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through Advantage Credit, Inc. Services as it is being disposed; (g) unless otherwise required by law, purge all information received through the Advantage Credit, Inc. Services and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt; (h) be capable of receiving the Advantage Credit, Inc. Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by Advantage Credit, Inc.; (i) not access and/or use the Advantage Credit, Inc. Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by Advantage Credit, Inc.; and (j) take all steps to protect their networks and computer environments, or those used to access the Advantage Credit, Inc. Services, from compromise. Customer agrees that on at least a quarterly basis it will review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein. Customer will implement policies and procedures to prevent unauthorized use of User IDs and the Advantage Credit, Inc. Services and will immediately notify Advantage Credit, Inc., in writing to the Advantage Credit, Inc. if Customer suspects, has reason to believe or confirms that a User ID or the Advantage Credit, Inc. Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. Customer shall remain solely liable for all costs associated therewith and shall further reimburse Advantage Credit, Inc. for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the Advantage Credit, Inc. Services, or any actions required as a result thereof. Furthermore, in the event that the Advantage Credit, Inc. Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in Advantage Credit, Inc.'s reasonable discretion. Customer agrees that such notification shall not reference Advantage Credit, Inc. or the product through which the data was provided, nor shall Advantage Credit, Inc. be otherwise identified or referenced in connection with the Security Event, without Advantage Credit, Inc.'s express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent that any claims are brought against Advantage Credit, Inc., shall indemnify Advantage Credit, Inc. from such claims. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to Advantage Credit, Inc. for review and approval prior to distribution. In the event of a Security Event, Advantage Credit, Inc. may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

3. **PERFORMANCE.** Advantage Credit, Inc. will use commercially reasonable efforts to deliver the Advantage Credit, Inc. Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the Advantage Credit, Inc. Services; provided, however, that Customer accepts all information "**AS IS**." Customer acknowledges and agrees that Advantage Credit, Inc. obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on Advantage Credit, Inc. for the accuracy or completeness of information supplied through the Advantage Credit, Inc. Services. Without limiting the foregoing, the criminal record data that may be provided as part of the Advantage Credit, Inc. Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain Advantage Credit, Inc. Services which may be otherwise available. Advantage Credit, Inc. reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the Advantage Credit, Inc. Services. In the event that Advantage Credit, Inc. discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, Advantage Credit, Inc. will, at Customer's option, issue a prorated credit to Customer's account.

4. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Advantage Credit, Inc. Services' information, programs or computer applications. Customer acknowledges that Advantage Credit, Inc. (and/or its third party data providers) shall retain all right, title, and interest under

applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the Advantage Credit, Inc. Services and the data and information that they provide. Customer shall use such materials in a manner consistent with Advantage Credit, Inc.'s interests and the terms and conditions herein, and shall notify Advantage Credit, Inc. of any threatened or actual infringement of Advantage Credit, Inc.'s rights. Notwithstanding anything in this Agreement to the contrary, Advantage Credit, Inc. or Advantage Credit, Inc.'s data provider shall own Customer's search inquiry data used to access the Advantage Credit, Inc. Services (in the past or future) and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations. Customer and Advantage Credit, Inc. acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of Advantage Credit, Inc.'s information, product information, pricing information, product development plans, forecasts, data contained in Advantage Credit, Inc. Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4). Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

5. WARRANTIES/LIMITATION OF LIABILITY. Neither Advantage Credit, Inc., nor its subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, Advantage Credit, Inc., its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "Advantage Credit, Inc.") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the Advantage Credit, Inc. Services) for any loss or injury arising out of or caused in whole or in part by Advantage Credit, Inc.'s acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Advantage Credit, Inc. Services. If, notwithstanding the foregoing, liability can be imposed on Advantage Credit, Inc., then Customer agrees that Advantage Credit, Inc.'s aggregate liability for any and all losses or injuries arising out of any act or omission of Advantage Credit, Inc. in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); and Customer covenants and promises that it will not sue Advantage Credit, Inc. for an amount greater than such sum even if Customer and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against Advantage Credit, Inc.. Advantage Credit, Inc. does not make and hereby disclaims any warranty, express or implied with respect to the Advantage Credit, Inc. Services. Advantage Credit, Inc. does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the Advantage Credit, Inc. Services or information provided therein. In no event shall Advantage Credit, Inc. be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof. Due to the nature of public record information, the public records and commercially available data sources used in Advantage Credit, Inc. Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. Advantage Credit, Inc. Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

6. INDEMNIFICATION. Customer hereby agrees to protect, indemnify, defend, and hold harmless Advantage Credit, Inc. from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to (a) use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through Advantage Credit, Inc.; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event. []

7. AUDIT. Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements, this Agreement, and Advantage Credit, Inc.'s obligations under its contracts with its data providers and Advantage Credit, Inc.'s internal policies, Advantage Credit, Inc. may conduct periodic reviews of Customer's use of the Advantage Credit, Inc. Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of Advantage Credit, Inc. Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Advantage Credit, Inc. will be subject to immediate action including, but not limited to, suspension or termination of the license to use the Advantage Credit, Inc. Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

8. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of information, data and Advantage Credit, Inc. Services; payment for the Advantage Credit, Inc. Services; audit; Advantage Credit, Inc.'s use and ownership of Customer's search inquiry data; disclaimer of warranties; security; customer data and governing law shall survive any termination of the license to use the Advantage Credit, Inc. Services.

9. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to Advantage Credit, Inc. Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 1 and the security requirements of Paragraph 2. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to Advantage Credit, Inc. Services no less than annually. Customer shall keep records of such training.

10. **ATTORNEYS' FEES.** The prevailing party in any action, claim or lawsuit brought pursuant to this Agreement is entitled to payment of all attorneys' fees and costs expended by such prevailing party in association with such action, claim or lawsuit.

11. **TAXES.** The charges for all Advantage Credit, Inc. Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

12. **CUSTOMER CHANGES/CREDIT REPORT.** Customer acknowledges and understands that Advantage Credit, Inc. will only allow Customer access to the Advantage Credit, Inc. Services if Customer's credentials can be verified in accordance with Advantage Credit, Inc.'s internal credentialing procedures. Customer shall notify Advantage Credit, Inc. immediately of any changes to the information on Customer's Application for the Advantage Credit, Inc. Services, and, if at any time Customer no longer meets [RESEALER]'s criteria for providing such service, Advantage Credit, Inc. may terminate this Agreement. Customer is required to promptly notify Advantage Credit, Inc. of a change in ownership of Customer's company, any change in the name of Customer's company, and/or any change in the physical address of Customer's company.

13. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other.

14. **CHANGE IN AGREEMENT.** By receipt of the Advantage Credit, Inc. Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Paragraph 1 herein, changes in pricing, and changes to other provisions of this Agreement as Advantage Credit, Inc. shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. Advantage Credit, Inc. may, at any time, impose restrictions and/or prohibitions on the Customer's use of the Advantage Credit, Inc. Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in Advantage Credit, Inc. policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by Advantage Credit, Inc. of such restrictions, Customer agrees to comply with such restrictions.

15. **PUBLICITY.** Customer will not name Advantage Credit, Inc. or refer to its use of the Advantage Credit, Inc. Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding Advantage Credit, Inc. or Customer's use of the Advantage Credit, Inc. Services.

16. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

17. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: Advantage Credit, Inc. has adopted the "Advantage Credit, Inc. Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at: <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

18. **ENTIRE AGREEMENT.** Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the Advantage Credit, Inc. Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with respect to the Advantage Credit, Inc. Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by Advantage Credit, Inc. unless Advantage Credit, Inc. agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained

herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

19. **MISCELLANEOUS.** If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

Appendix M

Pre-Qual Soft Inquiry

Form of Mortgage Pre-Qualification Terms and Conditions

Any provision of Mortgage Pre-Qualification Services by CRA to a End User Client ("Qualified Subscriber") that shall be subject to the terms and conditions of the Agreement for Service between CRA and Qualified Subscriber that governs the provision of Equifax Credit Information (the "Agreement") and the additional mortgage pre-qualification terms and conditions set forth below (the "Mortgage Pre-Qualification Terms and Conditions"). Prior to CRA offering any Mortgage Pre- Qualification Services to a Qualified Subscriber, the Mortgage Pre-Qualification Terms and Conditions must be agreed-to by the Qualified Subscriber and is hereby incorporated into the Agreement by this addendum and is binding on the parties.

1. Scope. These Mortgage Pre-Qualification Terms and Conditions establish the terms and conditions pursuant to which CRA may provide the Mortgage Pre-Qualification Services to Qualified Subscriber as described herein.
2. Definitions. All capitalized terms used but not defined herein shall have the meanings given them in the Agreement. In addition to the definitions set forth elsewhere in these Mortgage Pre-Qualification Terms and Conditions, the following terms have the meanings set forth below:

"Consumer" means an individual who resides in the United States and requests a mortgage pre- qualification from Qualified Subscriber.

"Mortgage Pre-Qualification Evaluation" means Qualified Subscriber's review of the Mortgage Pre- Qualification Information related to a Consumer Subject seeking pre-qualification, and screening such Consumer Subject and related Mortgage Pre- Qualification Information against Qualified Subscriber's selected criteria for purposes of pre-qualifying the Consumer Subject for a potential relationship involving the extension of credit to the Consumer Subject in the form of a mortgage loan. For the avoidance of doubt, a Mortgage Pre-Qualification Evaluation shall not include an evaluation in connection with a mortgage pre-approval or a mortgage application or origination.

"Mortgage Pre-Qualification Services" are services that consist of the provision of Equifax, Experian and TransUnion Information to a Qualified Subscriber in connection with a Mortgage Pre-Qualification Evaluation, subject to the Mortgage Pre- Qualification Terms and Conditions.

"Consumer Subject" means the Consumer who is the subject of the Mortgage Pre-Qualification Information.

"Mortgage Pre-Qualification Information" means the Equifax, Experian and TransUnion Information provided to Qualified Subscriber from the Mortgage Pre-Qualification Services and includes any Scores.

"Scores" means the credit risk scores provided to Qualified Subscriber from the Mortgage Pre-Qualification Services.

3. License. Subject to Qualified Subscriber's compliance with the terms of the Agreement (including these additional Mortgage Pre-Qualification Terms and Conditions), and solely during the license term set forth in the Agreement or the applicable ordering document, CRA grants to Qualified Subscriber and Qualified Subscriber receives a non-transferrable, non-exclusive, revocable license to use the Mortgage Pre-Qualification Information within the Permitted Territory solely for the Permitted Use set forth below and not for any other purpose.
4. Consumer Authorization. Prior to requesting any Mortgage Pre-Qualification Information, Qualified Subscriber will obtain the written authorization of the Consumer Subject. Qualified Subscriber will maintain such written authorization for the longer of (i) five (5) years after the date of the request for Mortgage Pre-Qualification Information or (ii) the timeframe required under the Agreement for retention of consumer authorizations.
5. Permitted Use. Qualified Subscriber will only use the Mortgage Pre-Qualification Information in accordance with the Agreement (including these additional Mortgage Pre-Qualification Terms and Conditions) and for the following use and no other use (the "Permitted Use"):

Qualified Subscriber acknowledges that Mortgage Pre-Qualification Information consists of consumer reports as defined by the FCRA. Qualified Subscriber certifies that it will use the Mortgage Pre-Qualification Information only (a) in connection with a Mortgage Pre-Qualification Evaluation, (b) in accordance with the FCRA and all state law FCRA counterparts, (c) in accordance with the written instructions of the Consumer Subject, and (d) solely for a single use and for no other purpose.

6. Qualified Subscriber Representations. Qualified Subscriber covenants, represents and warrants that:

Qualified Subscriber shall (i) use the Mortgage Pre-Qualification Information exclusively within Qualified Subscriber's own organization for the Permitted Use and for no other purpose, including credit decisioning purposes, and (ii) use and ensure that any permitted agents of Qualified Subscriber access and use Mortgage Pre-Qualification

Information in accordance with the terms of the Agreement (including these additional Mortgage Pre-Qualification Terms and Conditions).

Qualified Subscriber shall use the Mortgage Pre-Qualification Information in a manner that (i) complies with all applicable federal, state and local laws, rules, regulations and ordinances, including those governing privacy, data protection, fair information practices, public records, marketing to consumers and consumers' rights to privacy; (ii) does not, in any way or for any purpose, infringe any third party's intellectual or proprietary rights, including but not limited to, copyright, patent, trademark, or trade secret; and (iii) is not defamatory, libelous, harmful to minors, obscene, pornographic, unlawfully threatening or unlawfully harassing. Qualified Subscriber is solely responsible for all results of its or its employees and permitted agents use of the Mortgage Pre-Qualification Information.

Qualified Subscriber shall establish strict procedures so that Qualified Subscriber's employees and permitted agents do not access Mortgage Pre-Qualification Information except as set forth in the Agreement (including these additional Mortgage Pre-Qualification Terms and Conditions) and shall comply with all CRA and/or Equifax, Experian and TransUnion policies and procedures CRA or Equifax, Experian and TransUnion makes known to Qualified Subscriber from time to time regarding the Mortgage Pre-Qualification Services.

Qualified Subscriber shall not (i) merge or combine the Mortgage Pre-Qualification Information with information or data from any other source or (ii) use the Mortgage Pre-Qualification Information in combination with any other Equifax, Experian and TransUnion Information Services.

Qualified Subscriber shall hold all Mortgage Pre-Qualification Information licensed under these Mortgage Pre-Qualification Terms and Conditions in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever to others except Consumer Subjects to the extent expressly permitted under Section 8 of these Mortgage Pre-Qualification Terms and Conditions or as otherwise expressly required by law.

Qualified Subscriber shall not reuse Mortgage Pre-Qualification Information in any manner, including with respect to any additional transactions or additional Mortgage Pre-Qualification Evaluations or other evaluations for the Consumer Subject. Consistent with the preceding sentence, Qualified Subscriber shall not use the Mortgage Pre-Qualification Information in connection with any mortgage pre-approval or mortgage application or origination, or any credit decisioning related thereto.

If Qualified Subscriber provides Consumer Subjects with access to its mortgage pre-qualifications via the Internet, Qualified Subscriber shall adopt, publish, maintain and adhere to a privacy policy and upon request, provide CRA and/or Equifax, Experian and TransUnion with a copy of Qualified Subscriber's privacy policy.

Except as expressly permitted in these Mortgage Pre-Qualification Terms and Conditions, Qualified Subscriber shall not: (i) sell, convey, license, sublicense, copy, commingle, archive, reproduce, display, publish, disclose, distribute, disseminate, transfer, use or otherwise make available the Mortgage Pre-Qualification Information, or any portion thereof, to another in any manner or by any means; (ii) reverse engineer, decompile, modify in any manner or create derivative works from the Mortgage Pre-Qualification Information; (iii) interface or connect to the Mortgage Pre-Qualification Services with any other computer software or system; or (iv) export nor permit the export of the Mortgage Pre-Qualification Information outside of the Permitted Territory.

7. Storage. Qualified Subscriber may maintain, copy, capture or otherwise retain the Mortgage Pre-Qualification Information for thirty (30) days only ("Storage Period"); provided that (a) Qualified Subscriber will only use the Mortgage Pre-Qualification Information for the Permitted Use expressly permitted in these Mortgage Pre-Qualification Terms and Conditions; (b) Qualified Subscriber must physically and logically segregate Mortgage Pre-Qualification Information from other consumer reporting agency information; and (c) Qualified Subscriber must have a formal process for expunging Mortgage Pre-Qualification Information after thirty (30) days. CRA and/or Equifax, Experian and TransUnion, reserves the right to review and approve the technical implementation for Qualified Subscriber's access to the Mortgage Pre-Qualification Information. After the expiration of the Storage Period, Qualified Subscriber will not maintain, copy, capture or otherwise retain in any manner any Mortgage Pre-Qualification Information.

8. Disclosing Mortgage Pre-qualification Information to Consumer Subjects. Qualified Subscriber will not provide the Mortgage Pre-Qualification Information to the Consumer Subject unless expressly required by law or approved in writing by Equifax, Experian and TransUnion. In the event that Qualified Subscriber discloses the Mortgage Pre-Qualification Information to the Consumer Subject, Qualified Subscriber shall transmit such information only to the Consumer Subject for which the information pertains, accurately and in its entirety, and include the date the information was last checked or revised by Equifax, Experian and TransUnion and the full name and mailing address of the Equifax, Experian and TransUnion office identified by Equifax, Experian and TransUnion as providing the information. In the event that the Consumer Subject does not qualify for the mortgage pre-qualification for which such Consumer Subject applies or otherwise requests the Mortgage Pre-Qualification Evaluation, Qualified Subscriber will comply with all applicable laws and regulations requiring adverse action notification to the Consumer Subject (including the provisions of the FCRA, ECOA, all state law counterparts of them, and all applicable regulations promulgated under any of them). In no event shall Qualified Subscriber charge the Consumer Subject a fee or other charges for the Mortgage Pre-Qualification Information or the Mortgage Pre-Qualification Evaluation.

- 9. No Unauthorized Representations.** Qualified Subscriber will make no representations or warranties on behalf of Equifax, Experian and TransUnion or relating to the Mortgage Pre-Qualification Information except as authorized in writing by Equifax, Experian and TransUnion. Upon request, Qualified Subscriber will provide its terms and conditions of use applicable to mortgage pre-qualifications to Equifax, Experian and TransUnion for review.
- 10. Consumer Authentication.** Qualified Subscriber will verify that each Consumer who requests a mortgage prequalification from Qualified Subscriber is the Consumer Subject of the Mortgage Pre-Qualification Information. Without limiting the foregoing, Qualified Subscriber shall use, at a minimum, commercially reasonable knowledge based authentication procedures. CRA and Equifax, Experian and TransUnion may also verify that each Consumer is the Consumer Subject for whom Mortgage Pre-Qualification Information is requested by Qualified Subscriber. Qualified Subscriber shall establish and maintain a manual verification process in the event that Qualified Subscriber, CRA or Equifax, Experian and TransUnion determines that a Consumer does not pass authentication or a flag is received from the authentication process indicating a possible match from a fraud detection database.
- 11. Consumer Handling.** Qualified Subscriber will refer all Consumers who have questions or disputes Mortgage Pre-Qualification Information to Equifax, Experian and TransUnion. In no case will Qualified Subscriber attempt to, or hold itself out to the Consumer or to the public as being able to handle disputes on behalf of Equifax, Experian and TransUnion or to reinvestigate Equifax, Experian and TransUnion Information.
- 12. Promotion and Training.** Prior to its publication and release, Equifax, Experian and TransUnion must review and approve all Qualified Subscriber-created advertising, marketing and promotional material that describes the Mortgage Pre-Qualification Information or which refers to the nature or capabilities of Equifax, Experian and TransUnion or otherwise mentions or refers to Equifax, Experian and TransUnion by name. Equifax, Experian and TransUnion will be provided a minimum of twenty (20) business days in which to review such material including any changes thereto.
- 13. Audit.** In addition to any audit or review rights set forth in the Agreement, Equifax, Experian and TransUnion may review and audit Qualified Subscriber's access to and use of the Mortgage Pre-Qualification Services. Such audit rights include, without limitation, the right to review and audit Qualified Subscriber's terms and conditions of use applicable to mortgage pre-qualifications, as well as all Consumer consents. In connection with any audits hereunder, Equifax, Experian and TransUnion shall have the right, from time to time, to: (1) upon reasonable notice to Qualified Subscriber, enter into Qualified Subscriber's facilities during normal business hours and conduct on-site audits of Qualified Subscriber's compliance with the terms hereunder; and (2) conduct audits by mail, email or similar electronic means that may require Qualified Subscriber to provide documentation regarding compliance with the terms hereunder. Qualified Subscriber gives its consent to Equifax, Experian and TransUnion to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Qualified Subscriber's material breach of these Mortgage Pre-Qualification Terms and Conditions, constitute grounds for immediate suspension of service or termination of these Mortgage Pre-Qualification Terms and Conditions.

Appendix N

LexisNexis® and PitchPoint® Liens & Judgments Addendum to Advantage Credit, Inc. Client Service Agreement

Clients receiving products and services from PitchPoint and/or LexisNexis to include but not limited to one or more of the following are bound by the terms of this Addendum:

RiskView™ Liens & Judgments Report (Consumer Report)

Consumer report provided by LexisNexis, which includes detailed records of any potential liens and judgments linked to the applicant. Consumers may dispute the information as this may be considered a consumer report as defined by the FCRA (15 U.S.C. § 1681, et seq.). The report can be delivered at same time as credit report or separately, on demand through the Advantage Credit secure website.

L&J Search (Accurant Search™; non-FCRA fraud prevention and application validation tool)

Non-FCRA data provided by LexisNexis may only be used to identify potential fraud when validating borrower declaration on the mortgage loan application (1003). The data may **not** be used to determine creditworthiness, credit standing, credit capacity or any other purpose under the FCRA. The report can be delivered at same time as credit report, or separately on demand through the Advantage Credit secure website.

Civil Court Search Report™ Liens & Judgments Report (Consumer Report)

Consumer report provided by PitchPoint, which includes detailed records of any potential bankruptcies, liens and judgments linked to the applicant. Consumers may dispute the information as this may be considered a consumer report as defined by the FCRA (15 U.S.C. § 1681, et seq.). The report can be delivered at same time as credit report or separately, on demand through the Advantage Credit secure website.

Terms & Conditions.

As a condition to receiving RiskView Lien & Judgment Report, the L&J Search and/or the Civil Court Search Report Client certifies its understanding that the information contained in this report is provided to supplement the Client's other processes to identify potential liens and judgments that are public record. The data is gathered from multiple third-party sources and is based on the input data. Source data often does not include multiple data points to identify the individual to whom the information belongs, is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect and cannot be guaranteed. Before relying on any data, it should be independently verified and it is Client's responsibility to request sufficient information from its applicant to confirm that the information belongs to the Client's applicant. This report or data may not be resold by Client. Neither LexisNexis, PitchPoint, their suppliers nor Advantage Credit, Inc. are liable for claims or damages arising from the use of these Services, beyond the fee for the search performed. If the Client has questions on the information provided by PitchPoint, a secondary fee-based research service is available where PitchPoint will attempt to verify the current status of the court record and the identity of the defendant.

Other Provisions Applicable to the Service Described in this Schedule.

To meet the particular requirements and commitments applicable to this Service, PitchPoint and the Reseller agree that in addition to the provisions in the main body of the Agreement, the following provisions shall also apply to the Service described in this Schedule.

Compliance with Applicable Laws.

For all non-public Data, Client acknowledges, understands and agrees that the use and disclosure of the Data may be restricted by law, including, but not limited to, the Fair Credit Reporting Act (15 U.S.C. §§ 1681 *et. seq.*) ("FCRA") and Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801 *et. seq.*) and the applicable implementing regulations, 12 CFR Part 1016 and 16 CFR Part 313) ("GLBA"), and any amendments thereto, regulations promulgated thereunder, or legislation enacted to add to or supplant any of the foregoing, including, but not limited to, legislation of any federal, state, provincial or local governmental authority, or any agency, department, bureau, division or other unit of any of the foregoing ("Jurisdiction"), which incorporates any such law, including without limitation the FCRA and/or GLBA, in whole or in part, or any similar legislation of any Jurisdiction based upon or modeled, in whole or in part, on any such law, including without limitation the FCRA and/or GLBA. Client must not use, publish or otherwise disclose, or authorize or permit others to use, publish or otherwise disclose, any Data for any purpose or in any manner that violates any federal, state or local law, rule or regulation, including, but not limited to, the FCRA, GLBA and any rules or regulations promulgated thereunder from time-to-time, as well as any other laws regarding access to, use or disclosure of the Data or any similar data, or any applicable privacy, data collections or consumer protection laws (collectively hereinafter referred to as "Applicable Laws"). Client is responsible for understanding, staying current and complying with all Applicable Laws. If at any time Client and Advantage Credit, Inc.

disagree regarding the intent, effect, necessity to comply with or the interpretation of any Applicable Laws, Client must conform to Advantage Credit, Inc.'s interpretation thereof.

GLBA Uses. Client certifies that it will only use the Service and Data for one of the following listed purposes expressly permitted under the GLBA, and that they will not use the Service or Data for a prohibited or restricted use or purpose. Client certifies that it will not resell any of the Data or Service and the only user of the data is the Client.

RESTRICTED USES FOR NON-PUBLIC DATA:

1. MAY NOT BE USED TO LOCATE PEOPLE TO DEVELOP A NEWS STORY
2. MAY NOT BE USED FOR LOCATING LOST LOVED ONES, FRIENDS, OR FAMILY FOR PERSONAL REASONS
3. MAY NOT BE USED FOR PURPOSES THAT MAY CAUSE PHYSICAL OR EMOTIONAL HARM TO THE SUBJECT OF REPORT
4. MAY NOT BE USED FOR INDIVIDUALS INVOLVED IN AN ADOPTION
5. MAY NOT BE USED TO LOCATE INFORMATION OR DATA ON WELL KNOWN/HIGH PROFILE CELEBRITIES OR GOVERNMENT OFFICIALS
6. MAY NOT BE USED FOR PURPOSES THAT ARE NOT WITHIN YOUR STATED NORMAL COURSE OF BUSINESS
7. MAY NOT BE USED FOR ANY PURPOSE WHICH IS NOT LISTED AS A PERMISSIBLE USE FOR NON-PUBLIC DATA OR WHICH IS VIOLATIVE OF ANY APPLICABLE LAW.

PERMISSIBLE USES FOR NON-PUBLIC DATA:

1. FOR USE AS NECESSARY TO EFFECT, ADMINISTER OR ENFORCE A TRANSACTION AUTHORIZED BY THE CONSUMER;
2. FOR USE TO PREVENT ACTUAL OR POTENTIAL FRAUD, UNAUTHORIZED TRANSACTIONS, CLAIMS OR OTHER LIABILITY;
3. FOR USE IN REQUIRED INSTITUTIONAL RISK CONTROL PROGRAMS;
4. FOR USE IN RESOLVING CUSTOMER DISPUTES OR INQUIRIES;
5. FOR USE BY PERSONS, OR THEIR REPRESENTATIVES, HOLDING A LEGAL OR BENEFICIAL INTEREST RELATING TO THE CONSUMER;
6. FOR USE BY PERSONS ACTING WITH THE CONSUMER'S CONSENT IN A FIDUCIARY OR REPRESENTATIVE CAPACITY;
7. FOR USE IN COMPLYING WITH FEDERAL, STATE OR LOCAL LAWS, RULES AND OTHER APPLICABLE LEGAL REQUIREMENTS; AND
8. FOR USE IN AND TO THE EXTENT SPECIFICALLY PERMITTED OR REQUIRED UNDER OTHER PROVISIONS OF LAW AND IN ACCORDANCE WITH THE RIGHT TO FINANCIAL PRIVACY ACT OF 1978, TO LAW ENFORCEMENT AGENCIES (INCLUDING A FEDERAL FUNCTIONAL REGULATOR, THE SECRETARY OF THE TREASURY, A STATE INSURANCE AUTHORITY, OR THE FEDERAL TRADE COMMISSION), SELF- REGULATORY ORGANIZATIONS, OR FOR AN INVESTIGATION ON A MATTER RELATED TO PUBLIC SAFETY.

Additional Compliance Obligations. Client shall comply with all applicable law and all rules and guidelines established from time to time by applicable suppliers of Advantage Credit. Client shall not, directly or indirectly: (i) compile a database with any of the information or data obtained by use of any of the Services ("Information"), including for the purpose of reselling or providing access to any of the Information, or creating a service that is not expressly contemplated by this Agreement; (ii) sell or provide access to any of the Information obtained in any transaction; or (iii) sell or provide access to any of the Information other than in accordance with applicable law and the terms of this Agreement.

Audit Rights. Advantage Credit shall, as appropriate or necessary, have the right to (1) perform audits of Client to verify that Client understands and is complying with applicable law and the terms of this Agreement; (2) request and review Client's policies, procedures, internal controls, and training materials, to ensure that Client conducts appropriate training and oversight of employees and agents that have consumer contact or compliance responsibilities; and (3) terminate this Agreement where Client or an Authorized User is found materially to be in derogation of any duty created, or in violation of a regulation or law promulgated, by an applicable regulatory authority.

Consumer Reports. The Services do not provide a “consumer report” as that term is defined in Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et. seq. and the information derived is not to be used for the purposes of a “consumer report” as defined in 15 U.S.C. § 1681b. The Services data is based on publicly available information and is not an “investigative consumer report” under the FCRA. The Services should not be used to make consumer credit determinations and is merely a tool to determine the desirability of further investigation.

Incorporation into Client Service Agreement. The provisions of this Addendum are essential components of the Client Service Agreement and, as such, shall be incorporated into and are hereby made an essential part thereof.

PitchPoint Rights. Client shall have no right to make any claim or demand of any type whatsoever against PitchPoint or its affiliates. PitchPoint shall be deemed a third-party beneficiary hereunder, with the right to enforce the terms and conditions of this Addendum. In addition, Client will indemnify, defend, and hold Advantage Credit, PitchPoint, and their affiliated companies and their officers, agents, employees, and independent contractors harmless from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorney’s fees, which may be asserted against or incurred by them, arising out of or resulting from (a) the use, disclosure, sale or transfer of the Services (or information therein) by Client or its employees or agents, (b) Client’s breach of this Agreement, or (c) the illegal use of this information. Client covenants not to sue or maintain any cause of action, claim, demand, cross-claim, third-party action or other form of litigation or arbitration against Advantage Credit, PitchPoint, and their officers, directors, employees, contractors, agents, affiliates or subscribers arising out of or relating in any way to the Services, or the data or information obtained by use of the PitchPoint Platform or any of the Services, not being accurate, timely, complete or current, or being suspended or blocked by PitchPoint.

Full Force and Effect. Except as expressly modified herein, all other terms and provision set forth in the Client Service Agreement with Advantage Credit, Inc. shall remain in full force and effect and shall not otherwise be affected by this Addendum.

Appendix O

PRECISE ID SERVICES

For the purposes of this Addendum, the term "Precise ID for ID Screening Services" means the comparison of Customer supplied consumer identifying information against identifying information contained in multiple Experian databases and Experian's output of a fraud risk score and classification type. Customer may request detailed output in addition to the fraud risk score. For the purposes of this Addendum, the term "Precise ID for Customer Management" means the comparison of Customer supplied consumer identifying information against identifying information contained in multiple Experian databases and Experian's output of a fraud risk score and attributes. The term "Precise ID for Account Opening Services" means the comparison of Customer supplied consumer information against consumer identifying and credit information contained in multiple Experian databases and Experian's output of a fraud risk score and classification type. Customer may request detailed output in addition to the fraud risk score. The Precise ID for ID Screening Services, Precise ID for Customer Management and the Precise ID for Account Opening Services are collectively the "Precise ID Services".

a. Precise ID for ID Screening Services/Precise ID for Customer Management. Customer acknowledges and agrees their use of the Precise ID for ID Screening Services and Precise ID for Customer Management will comply with Experian's policies for the use of Precise ID for ID Screening Services. Further, Customer agrees that they will not use the Precise ID for ID Screening Services or Precise ID for Customer Management for the granting or denial of credit or for the setting of credit terms or pricing.

b. Precise ID Account Opening Services. Customer certifies that the Customer has a "permissible purpose" under the FCRA. If Customer's "permissible purpose" is based upon the written instructions of the consumer via the Internet, then Customer is required to obtain the consumer's written instructions in a manner substantially similar to that provided in Section A of the attached Exhibit A, or if Customer obtains the consumer's consent to access credit data over the telephone, Customer shall do so as provided for in Section B of Exhibit A.

Customer also certifies that Customer will request and use all data received from Experian solely for its internal purposes in connection with transactions involving the consumer as to whom such information is sought and that it will not provide the Precise ID for Account Opening Services to any third party.

If Customer chooses to use custom Fraud Penetration Index ("FPI") attributes within Precise ID for Account Opening Services, Customer certifies that (i) it will obtain and use the consumer's written instructions as Customer's sole permissible purpose under the FCRA prior to requesting the Precise ID for Account Opening Services; (ii) Customer understands that the custom FPI application has not been developed to be compliant with Equal Credit Opportunity Act, 15 U.S.C. 1691 et seq.; and (iii) therefore, the Customer will **not** use the Precise ID for Account Opening Services for the granting or denial of credit or the setting of credit terms or pricing.

EXHIBIT A
WRITTEN INSTRUCTIONS

A. FCRA Compliance--Written Instructions. Customer shall substantially comply with the following web site requirements:

(1) Customer will prominently display a message specifically informing the consumer that his or her credit profile will be consulted for the purpose for which it is to be used and no other purpose, and that clicking on the "I AGREE" button following such notice constitutes written instructions to the Customer under the FCRA. Customer agrees that the notice provided by Customer will be substantially as follows:

"You understand that by clicking on the I AGREE button immediately following this notice, you are providing 'written instructions' to (Customer) under the Fair Credit Reporting Act authorizing (Customer) to obtain information from your personal credit profile or other information from Experian. You authorize (Customer) to obtain such information solely to _____ (insert purpose e.g. to confirm your identity to avoid fraudulent transactions in your name.)

(2) The "I AGREE" button must immediately follow the notice provided for above. The notice and "I AGREE" button must be separate from any other notice or message contained on the web site.

(3) The consumer must have the ability to fully review any of the terms to which he or she is agreeing immediately preceding the consensual click.

(4) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.

(5) The consumer must have the ability (should they choose) to print out the terms to which he or she is agreeing, including their consent.

(6) The record of the consumer's 'written instruction' by clicking "I AGREE" must be retained by Customer in a form that is capable of being accurately reproduced for later reference by the parties.

B. Written Instructions by Telephone. If Customer is obtaining "written instructions" over the telephone, Customer shall substantially comply with the following requirements which are designed to comply with the Electronic Records and Signatures in Commerce Act:

(1) Customer will ask each consumer to confirm his or her consent to access such persons credit report for authentication purposes by asking the following: "In order to verify your identity, you need to authorize Customer to access your credit report for authentication purposes. Please confirm your authorization to access your credit report for authentication purposes by pressing the # key now";

(2) The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to his credit report as provided above; and

(3) The record of the consumer's 'written instruction' by pressing the # symbol must be retained by Customer in a form that is capable of being accurately reproduced for later reference by the parties.

Appendix P

Equifax Commercial and BPR Consumer Requirements

FCRA Certifications. Client certifies that it will order Information Services that are consumer reports, as defined by the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended (the "FCRA") only when Client intends to use the consumer report for one of the following FCRA permissible purposes: (a) where the business principal is not personally obligated (for example, as a shareholder, director or an officer of the subject company), then in accordance with the written instructions of the consumer to whom the report relates; or (b) where the subject principal is personally obligated (for example, as the sole proprietor, a co-signer or a personal guarantor of the credit obligation), then (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; or (iv) when Client otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the account. Client will use each consumer report ordered from Equifax for one of the foregoing purposes and for no other purpose. CLIENT IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES

Appendix Q

Remote Work Requirements

Security and Confidentiality Requirements Related to Remote Work

Client shall take all steps necessary to ensure that all Remote Working will be conducted only at secure locations and to preserve the strict confidentiality of all information, including consumer information, handled by Client Personnel, including but not limited to employees, contractors and 3rd party processors. Without limiting the foregoing, when engaged in Remote Working, Client will ensure that all such Client Personnel:

- Use only secure applications and methods of communication to access Experian Services and data and all other Bureau and vendor data and services;
- Always activate security measures on laptops and other devices (e.g. VPN) before accessing any Internet content;
- Do not extract or store any data remotely on any laptop or other device;
- Do not write down any sensitive information, including, but not limited to, Personally Identifiable Information (PII) or Payment Card Information (PCI), in any form;
- Do not make any sound recordings, video recordings or photographs of workstation screens or verbal conversations;
- Do not allow laptop or device screens to be visible through any exterior window;
- Do not allow anyone else in their home to use any laptop or other device used for Remote Working for any reason;
- Operate in an area that is not visible to family or friends and where conversations are not overheard;
- Do not conduct Remote Working in a public place e.g. coffee shop, etc.;
- Lock all laptop or other device screens when away from the device;
- Secure all devices when not on-line and/or at the end of a work shift;
- Use only Wi-Fi networks that are password protected; and
- Report any attempts at social engineering or security concerns or incidents (including any lost or stolen laptop or other device or suspected improper access to confidential information) to a manager with authority to handle such issues and relay such concerns/incidents to Advantage Credit, Inc. within 24 hours.

Appendix R

Secondary Use Policy

1. **SECONDARY USE DEFINED.** A Secondary Use of a credit report occurs when a previously ordered report is provided to any Qualified Secondary User other than the End User that originally ordered the credit report, in connection with the same transaction for a permissible purpose. Secondary Use occurs when any or all of the consumer credit data contained in the original report is provided to the Qualified Secondary User in any form: electronic, paper or otherwise. As the original requestor of the consumer credit data, Advantage Credit customers are defined as the original End User for the purpose of Secondary Use.

2. **QUALIFIED SECONDARY USERS.** A Qualified Secondary User is a lender or other third party that has been properly credentialed as having a permissible purpose under the FCRA to access consumer credit data.

3. **SECONDARY USE PURPOSE.** The purpose of Secondary Use reporting is to provide greater transparency to the consumer as to which entities are viewing consumer credit data in the mortgage loan application and underwriting process. Additionally, Secondary Use reporting ensures that consumer credit data is only accessed in accordance with FCRA guidelines.

4. **SECONDARY USE INQUIRY POSTING.** The Bureaus mandate that all Secondary Uses be reported for the purposes of posting to the consumers credit file in accordance with the FCRA. The Bureaus post Secondary Uses to consumers' credit files as "soft" inquiries that do not impact the consumers' credit scores and will only be displayed on consumer disclosure reports. The Secondary Use notification sent to the Bureaus must include the full name of the Qualified Secondary User for posting to the consumer's credit file. The Bureaus charge for each Secondary Use Inquiry posted.

5. **SECONDARY USE FEES.** The Bureaus each charge a Secondary Use posting fee for every secondary inquiry that is reported on a consumer's file. Advantage Credit will impose a Secondary Use fee on our customers for each Secondary Use transaction.

6. **ADVANTAGE CREDIT RESPONSIBILITIES.** As the original reseller of the consumer credit data, Advantage Credit is responsible for reporting all Secondary Use transactions to the Bureaus for reporting to consumers' credit files. Advantage Credit currently has agreements with the Government Sponsored Entities (Fannie Mae and Freddie Mac) as well as other major lenders to record Secondary Use transactions from these qualified entities.

7. **COMPANY RESPONSIBILITIES.** As the original End User of consumer credit reports, the Company must abide by the following: (a) Company must ensure that all O-Reissue Secondary Uses of credit reports to Qualified Secondary Users are reported to Advantage Credit for accurate posting to the Bureaus. (b) Company is prohibited from distributing consumer credit reports, in whole or in part, by any means, to entities or individuals that are not Qualified Secondary Users. (c) Company is prohibited from distributing consumer credit reports to any secondary user that does not have permissible purpose under the FCRA to access consumer credit data. (d) Company is prohibited from distributing consumer credit reports to any secondary user that is not in connection with the transaction the report was originated for. (e) Company will proactively communicate with Advantage Credit to request -and will actively assist in facilitating- a signed agreement between any S-Reissue Secondary Use entity being utilized by Company and Advantage Credit, to ensure regulatory compliance and establish payment terms.

Appendix S

Important information regarding **background screening reports and investigative reports** with an emphasis on requirements related to California residents.

Client agrees to abide by all applicable state laws regarding background screening reports, including but not limited to reports that are deemed ‘investigative’ either with or without information related to a consumer’s credit and their credit-worthiness.

Client agrees that the information in this Appendix will not be taken as legal advice. Client agrees to seek their own legal counsel to ensure they are educated on and adhering to all applicable laws related to ordering and using background screening and/or investigative reports.

The California Consumer Credit Reporting Agencies Act (CCRAA) Disclosure must stand alone; do not add to it without consulting your legal counsel.

The Investigative Consumer Reporting Agencies Act (ICRAA) Disclosure must stand alone; do not add to it without consulting your legal counsel.

The ICRAA by definition covers ‘a consumer report in which information on a consumer’s character, general reputation, personal characteristics, or mode of living is obtained through any means’.

The CCRAA covers ‘background reports on applicants or employees who have a mailing address in California *bearing on their creditworthiness, credit standing, or credit capacity* (known as “consumer credit reports” in California)’.

- The CCRAA and the ICRAA require separate and distinct Disclosures and Authorizations.
- Sample CCRAA and ICRAA Disclosures and Authorizations are included in this Appendix.

If the background check on a California resident includes credit information and the statutes of both the CCRAA and the ICRAA overlap, the employer must understand and follow the requirements of both ICRAA and CCRAA.

California employers must give written notice to any consumer before requesting a consumer credit report for employment purposes. When doing so, employers *must give the specific exception used for obtaining the report*. The exceptions available to be listed in the bracketed area are available at:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB§ionNum=1024.5.

California employers and prospective employers, except certain financial institutions, cannot obtain a consumer credit report of an employee or job applicant unless the position is an exception listed in the CCRAA.

If an employer takes an adverse employment action against an employee or applicant after obtaining a consumer credit report, it must:

- Provide written notice of the adverse action.
- Provide the name, address, and telephone number of the consumer reporting agency supplying the report.
- State that the adverse decision was based in whole or in part on information contained in the report.
- Notify the employee or applicant of their right to:
 - obtain a free copy of the consumer credit report within 60 days after learning of the adverse action;
 - and

- dispute the accuracy or completeness of the information in the report.

California employers, with specified exceptions, may not request or use information about any employee or applicant:

- Arrests or detentions that did not result in a conviction.
- Concerning a referral to and participation in any pretrial or post-trial diversion program.
- Concerning a conviction that has been judicially dismissed or ordered sealed.
- Marijuana-related offenses, including non-felony marijuana possession.
- Two or more years old.

See Cal. Labor Code § 432.7; available at:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB§ionNum=432.7

See Cal. Labor Code § 432.8; available at:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=432.8.&lawCode=LAB

California employers must also adhere to the Ban The Box law.

See Cal. Gov't Code § 12952(a) available at:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=12952.

A checkbox authorization should be provided separate from the ICRAA disclosure if an investigative consumer report is prepared.

If the employee or applicant requests a copy of the investigative consumer report, the employer must provide the employee or applicant with the investigative consumer report within three business days either directly or by contract with an outside agency.

See Cal. Civ. Code § 1786.16(b)(1) available at:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1786.16.&lawCode=CIV

California Consumer Credit Reporting Agencies Act (CCRAA) Disclosure

*This Disclosure is Provided Pursuant to the
California Consumer Credit Reporting Agencies Act*

_____ (the “Company”), pursuant to Cal. Civ. Code sections 1785.20.5 and Cal. Labor Code § 1024.5(a)([INCLUDE EXCEPTION PARAGRAPH NUMBER PER STATUTE]), may request, for lawful employment purposes, background information about you from a consumer reporting agency in connection with your employment or application for employment (including independent contractor assignments, as applicable) in the form of a consumer report. Consumer reports may be obtained at any time after receipt of your authorization and, if you are hired or engaged by the Company, throughout your employment or your contract period, as allowed by law.

Advantage Credit, Inc. is the Reseller consumer reporting agency that will prepare or assemble the reports for the Company. The address and phone number for Advantage Credit, Inc. is 303-670-7993.

The consumer report may contain information bearing on your credit worthiness, credit standing, credit capacity, and may be used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing your eligibility for employment, promotion, retention or for other lawful employment purposes. The types of information that may be obtained include, but are not limited to: social security number verifications; address history; credit reports and history; and credit standing.

You may request more information about the nature and scope of the consumer report by contacting the Company.

This checkbox authorization to obtain a copy of your consumer credit report is provided separately from the CCRAA Disclosure, as required by law.

California Residents: If you would like to receive a copy of your consumer credit report, please check the box below.

☐ I would like to receive a copy of my consumer credit report.

Applicant Last Name _____ First _____ Middle _____

Applicant Signature _____ Date _____

California Consumer Credit Reporting Agencies Act (CCRAA) Authorization

*This Authorization is Required Pursuant to the
California Consumer Credit Reporting Agencies Act for Consumer Credit Reports*

I have carefully read and understand the California Consumer Credit Reporting Agencies Act Disclosure and Authorization forms. By my signature below, I consent to preparation of consumer credit reports by a consumer reporting agency, and to the release of such reports to _____ (the “Company”) and its designated representatives and agents, for the purpose of assisting the Company in making a determination as to my eligibility for employment (including independent contractor assignments, as applicable), promotion, retention or for other lawful employment purposes. I understand that if the Company hires me or contracts for my services, my consent will apply, and the Company may, as allowed by law, obtain additional consumer reports pertaining to me, without asking for my authorization again, throughout my employment or contract period from any consumer reporting agencies.

I understand that information contained in my employment or contractor application, or otherwise disclosed by me before or during my employment or contract assignment, if any, may be used for the purpose of obtaining and evaluating consumer reports on me. I also understand that nothing herein shall be construed as an offer of employment or contract for services.

I authorize consumer reporting agencies to disclose information about me to the Company and its agents, any information about or concerning me. The information that can be disclosed to the Company and its agents includes my credit history.

By my signature below, I also certify the information I provided on and in connection with this form is true, accurate and complete. I agree that this form in original, faxed, photocopied or electronic (including electronically signed) form, will be valid for any consumer credit reports that may be requested by or on behalf of the Company.

Applicant Signature _____ Date _____

Applicant Last Name _____ First _____ Middle _____

California Investigative Consumer Reporting Agencies Act (ICRAA) Disclosure

*This Disclosure is Required Pursuant to the
California Investigative Consumer Reporting Agencies Act
for Investigative Consumer Reports*

_____ (the “Company”) may request, for lawful employment purposes, background information about you from an investigative consumer reporting agency in connection with your employment or application for employment (including independent contractor assignments, as applicable) in the form of an investigative consumer reports. Under California law, an “investigative consumer report” is a consumer report in which information on a consumer's character, general reputation, personal characteristics, or mode of living is obtained through any means. The most common form of which is checking personal or professional references. These reports may be obtained at any time after receipt of your authorization and, if you are hired or engaged by the Company, throughout your employment or your contract period, as allowed by law.

Advantage Credit, Inc. is the investigative consumer reporting agency that will prepare or assemble the background reports for the Company. The address and phone number for Advantage Credit, Inc. is 32065 Castle Court Suite 300 Evergreen CO 80439 and 303-670-7993. The website where the consumer may find information about the investigative reporting agency's privacy practices, including whether the consumer's personal information will be sent outside the United States or its territories is www.advcredit.com.

The investigative consumer report may contain information bearing on your character, general reputation, personal characteristics, or mode of living, and may be used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing your eligibility for employment, promotion, retention or for other lawful employment purposes. The types of information that may be obtained include, but are not limited to: social security number verifications; address history; criminal records and history; public court records; driving records; accident history; worker's compensation claims; bankruptcy filings; educational history verifications (e.g., dates of attendance, degrees obtained); employment history verifications (e.g., dates of employment, reasons for termination, etc.); personal and professional references checks; professional licensing and certification checks; drug/alcohol testing results, and drug/alcohol history in violation of law and/or company policy; and other information bearing on your character, general reputation, personal characteristics, mode of living and credit standing.

This information may be obtained from private and public record sources, including, as appropriate: government agencies and courthouses; educational institutions; former employers; and personal interviews with sources such as neighbors, friends, former employers and associates; and other information sources.

The following information is provided pursuant to Cal. Civ. Code § 1786.16(a)(2)(B). An investigative consumer reporting agency must supply files and information as required under California Civil Code Section 1786.10 during normal business hours and on reasonable notice. Files maintained on a consumer must be made available for visual inspection as described below:

- (1) In person, if the consumer appears in person and furnishes proper identification. A copy of such file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
- (2) By certified mail, if the consumer makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings are not liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
- (3) A summary of all information contained in files on the consumer and required to be provided by California Civil Code Section 1786.10 must be provided by telephone, if the consumer has made a written request, with proper

identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The investigative consumer reporting agency must provide trained personnel to explain to the consumer any information furnished pursuant to California Civil Code Section 1786.10.

The investigative consumer reporting agency must provide a written explanation of any coded information contained in files maintained on the consumer. This written explanation must be distributed whenever a file is provided to the consumer for visual inspection.

The consumer is permitted to be accompanied by one other person of the consumer's choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

Under California Civil Code Section 1786.10, the following must be made available to the consumer by the investigative consumer reporting agency:

All items of information, except that the sources of information, other than public records and records from databases available for sale, acquired solely for use in preparing an investigative consumer report and actually used for no other purpose need not be disclosed.

The recipients of any investigative consumer report on the consumer that the investigative consumer reporting agency has furnished for either of the following purposes:

- (1) For employment or insurance purposes within the three-year period preceding the request.
- (2) For any other purpose within the three-year period preceding the request.

The identification of such a recipient must include the name of the recipient or, if applicable, the trade name (written in full) under which the recipient conducts business and, upon request of the consumer, the address and telephone number of the recipient.

The dates, original payees, and amounts of any checks or charges upon which is based any adverse characterization of the consumer, included in the file at the time of the disclosure.

This checkbox authorization to obtain a copy of your investigative consumer credit report is provided separately from the ICRAA Disclosure.

California Residents: If you would like to receive a copy of your investigative consumer report, please check the box below.

☐ I would like to receive a copy of my investigative consumer report.

Applicant Last Name _____ First _____ Middle _____

Applicant Signature _____ Date _____

California Investigative Consumer Reporting Agencies Act (ICRAA) Authorization

This Authorization is Required Pursuant to the
California Investigative Consumer Reporting Agencies Act
for Investigative Consumer Reports

I have carefully read and understand the Disclosure and Authorization forms and the attached summary of rights under the Fair Credit Reporting Act. By my signature below, I consent to preparation of investigative consumer reports by a consumer reporting agency, and to the release of such background reports to the Company and its designated representatives and agents, for the purpose of assisting the Company in making a determination as to my eligibility for employment (including independent contractor assignments, as applicable), promotion, retention or for other lawful employment purposes. I understand that if the Company hires me or contracts for my services, my consent will apply, and the Company may, as allowed by law, obtain additional investigative consumer reports pertaining to me, without asking for my authorization again, throughout my employment or contract period from any consumer reporting agencies.

I understand that information contained in my employment or contractor application, or otherwise disclosed by me before or during my employment or contract assignment, if any, may be used for the purpose of obtaining and evaluating investigative consumer reports on me. I also understand that nothing herein shall be construed as an offer of employment or contract for services.

I authorize all of the following, without limitation, to disclose information about me to the consumer reporting agency and its agents: law enforcement and all other federal, state and local agencies, learning institutions (including public and private schools, colleges and universities), testing agencies, information service bureaus, credit bureaus, record/data repositories, courts (federal, state and local), motor vehicle records agencies, my past or present employers, the military, and all other individuals and sources with any information about or concerning me. The information that can be disclosed to the consumer reporting agency and its agents includes, but is not limited to, information concerning my employment and earnings history, education, credit history, motor vehicle history, criminal history, military service, professional credentials and licenses.

By my signature below, I also certify the information I provided on and in connection with this form is true, accurate and complete. I agree that this form in original, faxed, photocopied or electronic (including electronically signed) form, will be valid for any investigative consumer reports that may be requested by or on behalf of the Company.

Applicant Last Name _____ First _____ Middle _____

Applicant Signature _____ Date _____

CONSOLIDATED APPENDICES END HERE