



TO: Birchwood Credit Services, Inc.
Fax: 800-785-0017

From:

Company Name	
Contact Name	
Phone Number	
Fax Number	
Contact for Physical Inspection	
Physical Inspection Contact Phone	

We require the following documentation to complete the application process. Questions? Please call us at 1-800-910-0015 or email info@birchwoodcreditservices.com.

Checklist for Required Documents:

- Executed Service Application and Agreements
- Signed Credit Scoring Agreement
- Signed/Completed 2-Way Agency Agreement
- Copy of applicable license
- Copy of business lease or proof of ownership
- Copy of voided business banking check (in lieu of a business banking reference)
- Copy of Primary’s driver’s license and credit verification form (required for sole proprietorship, partnership, or if in business for less than a year)

Two of the following items are also required for those businesses opened for 1 year or less:

- Copy of utility or phone bill in the business name for service at the principal place of business
- Copy of lease, or proof of property ownership by business, of the principal place of business
- Copy of business bank statement addressed to the applicant at its principal place of business
- Proof of commercial insurance

2617 White Mountain Hwy – Second Floor, P.O. Box 36, North Conway, NH 03860-0436
T: 800-910-0015 F: 800-785-0017

CUSTOMER PROFILE					
Company Name			DBA		
Address		City	State	Zip	
Business Phone		Ext	Fax		
Billing Address		City	State	Zip	
Billing Phone		Billing Email			
Company Web Address			Time in Business	Yrs.	Mos.
Office Location	Commercial <input type="checkbox"/>	Residential <input type="checkbox"/>	Time at Location	Yrs.	Mos.
CONTACT INFORMATION					
Name			Title		
Address		City	State	Zip	
Phone	Ext	Email			
TYPE OF BUSINESS <i>Please attach a copy of your business license including DBA or Proof of Affiliation, as applicable.</i>					
<input type="checkbox"/> Corporation _____ State _____ Date of Incorporation _____		<input type="checkbox"/> Partnership _____ <input type="checkbox"/> Sole Proprietor _____ Business License No. _____ State _____ Date of Incorporation _____		<input type="checkbox"/> Bank _____ FDIC Number _____ <input type="checkbox"/> Credit Union _____ Charter Number _____ Exp. _____	
<input type="checkbox"/> LLC _____ State _____ Date of Incorporation _____					
<input type="checkbox"/> Tax Exempt	Business Tax ID	<input type="checkbox"/> Other			
Nature of Business					
Intended Users of Credit Reports					
Scope of Business <input type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/> National					
Anticipated Monthly Volume					
Does the company currently resell or intend to resell information from the consumer credit report?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your company in the business of credit Repair?				<input type="checkbox"/> Yes	<input type="checkbox"/> No



BUSINESS BANKING REFERENCE <i>(In lieu of a voided business check)</i>				
Bank Name	Branch	Account Number		
Address	City	State	Zip	
Bank Contact Name	Title			
Bank Phone	Ext	Fax		
BUSINESS REFERENCE				
Reference Company Name		Account Number		
Address	City	State	Zip	
Contact Name	Title			
Phone	Ext	Fax		
CURRENT CREDIT VENDOR				
Credit Vendor Name		Account Number		
Contact Name	Title			
Phone	Ext	Fax		

I certify that the information contained in this application is correct to the best of my knowledge and this application is submitted on the basis of a legitimate permissible purpose for credit report as set forth in FCRA.

Birchwood shall conduct an investigation of the business applying for membership. If Birchwood accepts the application for membership, continued membership is subject to compliance with the provisions and requirements of the FCRA. Approval of membership is subject to the discretion of Birchwood. Membership may be terminated without notice for any reason, including but not limited to the failure of the Customer to comply with the FCRA.

Company Name

Type of Print Name of Owner or Officer

Title

Authorized Signature

Date

*Birchwood reserves the right to place a credit limit on the account based on the findings during the verification of business references. Birchwood changes a bureau compliance fee on all new accounts. Birchwood may require a personal credit report for any businesses open for less than a year.

PLEASE RETURN TO BIRCHWOOD CREDIT SERVICES AT OUR TOLL FREE FAX 800-785-0017

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SERVICE AGREEMENT

This agreement is made and entered into between Birchwood Credit Services, Inc. (hereinafter “BCS”) and _____ (hereinafter the “Customer” as qualified subscriber), its affiliates, divisions, individual branches, and net branches. Customer is stating that the nature of their business is _____ (i.e., mortgage banking, mortgage brokering, banking, leasing company, etc.). Customer petitions BCS for the use of its services as outlined below.

Upon request by Customer, BCS will provide Customer with credit reporting services through Equifax Information Services, LLC, Experian Information Solutions, Inc., and TransUnion, LLC (consumer reporting vendors). BCS will perform the services in response to written, electronic, or digital requests.

1. Permissible Purposes

- 1.1 Customer agrees to order consumer reports only in connection with the permissible purposes checked and for no other purpose:
- In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or
 - In connection with the underwriting of insurance involving the consumer or review of existing policyholders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or
 - In accordance with the written instructions of the consumer; or
 - For a legitimate business need in connection with a business transaction that is initiated by the consumer, including, but not limited to, tenant screening.
 - As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.
- 1.2 Customer agrees that all information received from BCS will be held in the strictest confidence and will be for the Customer’s exclusive use. Customer agrees to assure that such information is not misused by any of Customer’s employees, agents, or brokers.
- 1.3 Customer agrees to maintain copies of all written authorizations for a minimum of (5) five years from the date of the inquiry.
- 1.4 Customer hereby acknowledges that it is not one of the businesses listed in Exhibit A attached hereto.

THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

2. Payment Terms

- 2.1 Customer will pay BCS a fee equal to BCS' standard charge as published by BCS from time to time in effect during this Agreement for every request for a consumer report.
- 2.2 BCS reserves the right to change its standard charges at any time during the Agreement by giving Customer twenty (20) days written notice.
- 2.3 In the event that BCS' cost of rendering services increases as a result of federal, state, or local laws, ordinances, or other regulatory, administrative, or governmental acts, or as a result of actions by BCS' consumer reporting vendors, then BCS may implement a surcharge subject to the following: (a) any surcharge will be applicable generally to BCS' customers; (b) BCS will provide sixty (60) days prior written notice to Customer prior to implementing any new surcharge if possible; and, (c) any surcharge will be applied only to services pertaining to consumers in the geographic area affected by the new costs.
- 2.4 Any three bureau infile will be credited toward the cost of a Residential Mortgage Credit Report (RMCR) provided the RMCR is ordered within thirty (30) days of the infile order date.
- 2.5 BCS will issue monthly invoices reflecting the fees due for services performed in the prior month. Payment is due at the end of the month in which the invoice is received and Customer agrees to pay accordingly. Accounts 30 days past due shall accrue interest at the rate of 1.75% per month. Any account becoming 30 days delinquent shall, at BCS' discretion, be placed on hold resulting in the discontinuance of work in progress. Any account becoming 60 days delinquent shall be placed in collection status. Customer agrees to pay a collection fee of \$500, or 25% of the balance, whichever is greater.
- 2.6 Furthermore, BCS may terminate this Agreement immediately should the account become delinquent in the payment of monthly charges. Customer agrees to pay all reasonable attorney and/or collection fees on BCS' behalf, or the amounts stated in paragraph 2.5, whichever is greater. Customer also agrees to assume financial responsibility and guarantee payment from any net branch in the event the net branch defaults on payment.
- 2.7 Customer paying via credit card will be subject to a 2.5% credit card convenience fee for any payments exceeding \$100.00.

3. Warranty, Indemnifications and Limitations

- 3.1 BCS represents and warrants that the services will be provided in a professional and workmanlike manner consistent with industry standards. HOWEVER, BCS AND CONSUMER REPORTING VENDORS DO NOT GUARANTEE THE SERVICES OR THE ACCURACY OF ANY INFORMATION IN CONSUMER REPORTS. BCS AND CONSUMER REPORTING VENDORS DO NOT WARRANT THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. THE WARRANTY SET FORTH IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 3.2 Customer agrees to indemnify and hold BCS and consumer reporting vendors harmless 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 misconduct of BCS or consumer reporting vendors, including the failure of BCS to insure the reliable and accurate delivery of consumer reporting vendors' credit information, misuse or improper access to consumer reporting vendors' credit information, or the failure of BCS or consumer reporting vendors or Customer to comply with applicable laws or regulations.
- 3.3. IN NO EVENT SHALL BCS OR CREDIT REPORTING VENDORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY CUSTOMER 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.
4. IN ADDITION, BCS AND CREDIT REPORTING VENDORS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.
5. General Terms
- 5.1. Complete Agreement: This agreement and the Exhibits attached hereto, and documents referred to herein set forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, arrangements, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto.
- 5.2. Term of Agreement: This Agreement shall begin on the date hereof and shall continue in full force and effect until either party cancels by notifying the other. BCS may terminate this Agreement at any time with or without notice for any reason, including, but not limited to, the failure to pay fees when due or failure of Customer to comply with the FCRA. The obligations to pay outstanding invoices will remain in effect.
- 5.3. Governing Law: This Agreement will be governed by and constructed in accordance with the internal substantive laws of the State of New Hampshire.

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

Customer agrees to implement and maintain a comprehensive security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to the Customer's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to the Customer by BCS; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the information provided by BCS, (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.

- 5.5. Audits: Customer agrees that BCS and consumer reporting vendors shall have the right to audit records of Customer that are relevant to the provision of services set forth in this Agreement. Customer agrees, as requested, to promptly furnish by telephone or in writing to BCS all required information covering transactions by the customer and its consumers. BCS will monitor Customer's permissible uses of the information. Customer further agrees that it will respond within the requested time frame indicated for information requested by BCS' consumer reporting vendor regarding information provided by such vendor. Customer understands that such vendor may suspend or terminate access to the vendor's information in the event Customer does not cooperate with any such investigation.
- 5.6. Compliance with Laws: During the term of this Agreement, Customer agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation, the FCRA and any state or local laws governing consumer credit information.
- 5.7. Training: BCS will provide to the Customer, and the Customer will utilize, training and training materials in order for Customer to comply with the FCRA and with the policies and procedures required by BCS' consumer reporting vendors.
- 5.8. Secondary Use:
- 5.8.1 If approved by BCS and BCS' consumer reporting vendor and authorized by the consumer, Customer may deliver the consumer credit information to a third party, secondary, or joint user with which Customer has an ongoing business relationship for the permissible use of such information. BCS' consumer reporting vendor may charge a fee for the subsequent delivery to secondary users.
- 5.8.2 Customer agrees that BCS may verify, through audit or otherwise, that Customer is in 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. BCS may utilize a third party vendor to perform an on-site inspection of Customer's business.

5.9. Assignment: Neither this Agreement, nor any rights or obligations under it may be assigned by Customer without the written consent of BCS, which consent shall not be unreasonably withheld. Any attempt that is contrary to the terms of this section to assign this Agreement or to delegate or otherwise transfer in any manner any rights or obligations arising under it will be void. In the event of an approved assignment, BCS may require the new ownership to re-apply for the services provided for herein and may require a new physical inspection in the event the office location is changed.

5.10 Customer hereby authorizes BCS to provide copies of any information regarding Customer to BCS' consumer reporting vendor.

5.11 Customer agrees to comply with Vermont law when requesting a consumer report on a Vermont resident and to obtain the consumer's consent before requesting a consumer report to the extent and in the manner required by Vermont law.

5.12 Customer certifies that it is not a retailer who uses consumer reports in connection with in-person credit applications, subject to the California Consumer Credit Reporting Agencies Act.

5.13 Customer agrees to comply with the policies and procedures of the consumer reporting vendors which are attached as Documents B:

- CFPB Notice to Users of consumer reports.
- Access Security Requirements for FCRA and GLB 5A
- Addendum A-1 Qualified Subscriber Terms and Conditions
- Addendum A-2 Additional Equifax Information Services
- Addendum B Experian Requirements
- B-1 Notice of Death Master Access Restrictions
- Addendum C-1 TransUnion Requirements
- Addendum C-2 TransUnion Requirements regarding Credit Scoring Requirements

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ AND AGREES TO COMPLY WITH ALL SECTIONS SET FORTH IN THIS AGREEMENT.

Agreed to this _____ day of _____, 20_____.

Company Name

(Signature of Principal for Above)

_____ Date
(Printed Name & Title for Above)

Address of Above

_____ Fax
Main Corporate Telephone



CREDIT SCORING AGREEMENT

_____, (“End User”) warrants that it has an Agreement for service and an account in good standing with Birchwood Credit Services, Inc. (“Birchwood”) for permissible purpose under the Fair Credit Reporting Act to obtain the information in a Fair Isaac Credit Repository Score(s) (Empirica, FICO, Beacon) and their reason codes. End User certifies that all scores and reason codes whether oral or written, shall be maintained by the applicant in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purpose for which the report is requested.

End User Use Limitations: By providing the Experian/Fair Isaac Model to End User pursuant to this Agreement, Experian/Fair Isaac 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.

Proprietary Designations: Neither party will use, or permit their respective employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of the other party, the other party’s affiliates or any third party involved in the provision of the Experian/Fair Isaac Model, whether registered or unregistered, without such party’s prior written consent.

Compliance with Law: In performing this Agreement and in using information provided hereunder, both parties 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.

Confidentiality: Each party will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. Both parties will take reasonable precautions to assure that such information will be held in strict confidence and disclosed only to those of their respective 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 each party 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 either party and while in transport between the parties.

Initials: _____



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/Fair Isaac in performing the Experian/Fair Isaac Model.

Consumer Disclosure: Notwithstanding any contrary provision of this Agreement, End User may disclose the scores provided to End User under this Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.

Limitation of Liability: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER OR TO ANY END USER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OR EXPERIAN/FAIR ISAAC TO END USER EXCEED THE FEES PAID BY END USER DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF END USER’S CLAIM.

Warranty: Experian/Fair Isaac warrant that the Experian/Fair Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Experian/Fair Isaac Model is applied, is similar to the population sample on which the Experian/Fair Isaac Model was developed, the Experian/Fair Isaac Model score may be relied upon by End User to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to End User. Experian/Fair Isaac further warrants that so long as it provides the Experian/Fair Isaac Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et seq. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR ISAAC HAVE GIVEN END USER WITH RESPECT TO THE EXPERIAN/FAIR ISAAC MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, EXPERIAN/FAIR ISAAC MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Subscriber’s rights under the foregoing warranty 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.).

Signed:

Printed Name:

Title:

Date:

Exhibit A
Businesses That Cannot Be Provided Information

- Foreign company or agency of a foreign government
- Adult entertainment service of any kind
- Business that operates out of an apartment or unrestricted location within a residence (unless approved by repository)
- Attorneys or Law Offices of any type
- Bail bondsman
- Check cashing
- Credit counseling
- Credit repair clinic or any type of company involved in credit repair activity
- Dating service
- Financial counseling
- Genealogical or heir research firm
- Massage services
- Company that locates missing children
- Pawn shop
- Private detectives, detective agencies or investigative companies
- Individual seeking information for their private use
- Company that handles third party repossession
- Company or individual involved in spiritual counseling
- Subscriptions (magazines, book clubs, record clubs, etc.)
- Tattoo service
- Insurance Claims
- Internet Locator Services
- Asset Location Services
- Future Services (i.e., health clubs, timeshare, continuity clubs, etc.)
- News Agencies or journalists
- Law Enforcement (except for employment screening)
- Any company or individual who is known to have been involved in credit fraud or other unethical business practices
- Companies listed on repository alert report notification
- Diet Centers
- Adoption Search Firms
- Non-Governmental agencies or businesses associated with the collection of child support.
- Condominium/Homeowners Associations
- Any person or entity which Reseller knows or suspects may be engaged in fraudulent or illegal activity, such as identity theft, harassment or stalking
- Companies that offer debt relief products or services
- Companies that offer mortgage assistance relief products or services
- Judgment recovery entities (other than bona fide third party collection agencies)
- Weapons dealer, seller or distributor
- Other Reseller



CREDIT REPORT AUTHORIZATION FORM

I HEREBY AUTHORIZE BIRCHWOOD CREDIT SERVICES, INC. TO OBTAIN A COPY OF MY PERSONAL CONSUMER REPORT FROM A CONSUMER REPORTING AGENCY IN CONNECTION WITH THE APPLICATION FOR CREDIT REPORTING SERVICES (for sole proprietorship or partnership).

I ALSO AUTHORIZE BIRCHWOOD CREDIT SERVICES, INC. TO OBTAIN BUSINESS AND BANKING RECORDS PERTAINING TO MY COMPANY FROM THIRD PARTIES THAT MAY BE IN POSSESSION OF THEM, AND THIS FORM SHALL SERVE AS THAT AUTHORIZATION.

The information obtained by Birchwood Credit Services, Inc. is only to be used in the processing of the membership application of my organization. It is understood that a copy of this form will serve as authorization. This authorization expires 120 days from the date indicated below.

The information will be used by Birchwood to determine whether my organization qualifies as a prospective member under its program. The information will not be disclosed to any third parties by Birchwood except as required and permitted by law.

Printed Name

Title

Signature

Date

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T: 800-910-0015 F: 800-785-0017

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 Birchwood Credit Services, Inc. (“**Reseller**”) and _____ (“**End User**”) and amends and supplements the End User 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 is provided at Exhibit 1 (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.** Attached hereto as Exhibit 1, End User has identified all third party Technical Providers 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.

9. Additionally, End User agrees to update Exhibit 1 and provide such updates to Reseller within five (5) business days of contracting with any such third party technical provider.

10. **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.

IN WITNESS WHEREOF, each of Reseller and End User signs and delivers this Addendum as of the Effective Date.

Reseller	End User
By: _____ Signature (Duly Authorized Representative Only) Name: _____ (Print) Title: _____ Address for Notice:	_____ Print or Type Legal Name of End User By: _____ Signature (Duly Authorized Representative Only) Name: _____ (Print) Title: _____ Address for Notice:

Exhibit 1

Third Party Technical Provider
(including contact information and
entity type)

Description of Services Provided

Agreement Date