

CBCINNOVIS - MASTER AGREEMENT FOR SERVICES

This Master Agreement for Services ("Agreement") effective _____, 20__ ("Effective Date") is by and between CBCInnovis, Inc. ("CBCInnovis"), a Pennsylvania Corporation, with an address located at 250 East Town Street, Columbus, Ohio 43215, and _____ ("Customer"), a _____ corporation, with an office located at _____.

1. **Services.** Customer will purchase and CBCInnovis will provide Services as defined in each Schedule. Only the CBCInnovis Affiliate that executes the Schedule shall be responsible for such Schedule.

2. **Fees and Invoicing.** CBCInnovis, or its agent, will invoice Customer for the services delivered and Customer agrees to pay CBCInnovis, or its agent within thirty (30) days of the date of each invoice. Invoices not paid on time shall be considered past due and are subject to late charge of 1.5% per month, which is equal to 18% a year.

3. **Term and Termination.** Unless otherwise stated in the Schedules, the term of this Agreement shall begin on the Effective Date and shall be in effect until terminated or until termination of the any or all pending Schedule(s), whichever is later. Either party may terminate this Agreement at any time for any reason.

4. **Confidentiality.**

(a) **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" means, but is not limited to, any non-public information that a party reasonably considers to be of a confidential, proprietary or trade secret nature. Confidential Information shall also include any and all information provided by the receiving party on behalf of the disclosing party. Confidential Information shall not include information which is: (i) as of the time of its disclosure or thereafter becomes part of the public domain through no fault of the receiving party; (ii) rightfully known or independently developed by the receiving party prior to the time of its disclosure; (iii) subsequently learned from a third party not under a confidentiality obligation to the disclosing party; (iv) was in the Receiving Party's possession before receipt from the Disclosing Party, (v) is disclosed by the Receiving Party with the Disclosing Party's prior written approval, and (vi) required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving party has provided prompt written notice and assistance to the disclosing party prior to such disclosure so that such party may seek a protective order or other appropriate remedy to protect against disclosure.

(b) **Protection of Confidential Information.** Both parties agree to protect Confidential Information and may only disclose such information to its employees having a need to know and who are otherwise bound by confidentiality obligations at least as restrictive as those contained in this Agreement. Both parties shall use the same care to prevent disclosure of Confidential Information as it uses with respect to its own Confidential Information. Further, both parties shall only use Confidential Information to the extent necessary to perform its obligations set forth in this Agreement. The Receiving Party will not reproduce the Disclosing Party's Confidential Information in any form except as required to accomplish the intent of this Agreement.

(c) **Gramm-Leach-Bliley Protection and Safeguarding of Information Involving Use of Nonpublic Personal Information.** Both parties shall comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et. seq. (the "GLB Act") and the implementing regulations and will not use or disclose any nonpublic personal information ("Information") furnished to the other except in accordance with the GLB Act or the Fair Credit Reporting Act 15 U.S.C. § 1681b ("FCRA"). Both parties represent that they have established and maintain appropriate measures designed to meet the objectives outlined in the Interagency Guidelines Establishing Standards for Safeguarding Customer Information set forth in 501 and 505 of the GLB Act (15 U.S.C. § 6801 and § 6805). The parties have in place programs designed to ensure the security and confidentiality of the Information, to protect against any anticipated threats or hazards to the security or integrity of the Information and to protect against unauthorized access to or use of such Information.

(d) **Security Breach Confidential Information.** The Parties shall notify the other Party immediately, and agrees to cooperate fully, in the event of any unauthorized access, any loss, or unauthorized disclosure of any Confidential Information, including without limitation, customer or employee information under the control of either Party. Except as may be required by law, the Parties agree to take no action with respect to notification of such unauthorized access to Confidential information without the other Party's express consent and according to specific instruction.

(e) **Proper Disposal of Consumer Information.** Both parties represent that in accordance the FCRA and the FTC Final Rule, 16 CFR, Part 682 that they have implemented reasonable measures to protect against unauthorized access or use of the information in connection with the disposal of consumer information as that term is defined in the FTC Final Rule.

5. **IT/Data Security.** Customer will do nothing to alter the Services and will use the Services only as authorized in this Agreement. Customer waives all claims to any ownership right to all of the Services and intellectual property of CBCInnovis. Customer agrees not to disassemble, decompile, manipulate, or reverse engineer the Services. Customer shall maintain due diligence and information security procedures, which meet or exceed standard industry practice, to safeguard, secure and provide data back-up procedures for the Services, including but not limited to ensuring that any data Customer receives from CBCInnovis will be securely maintained and transmitted. If Customer uses a third party to access the Services, Customer is responsible for the third party's use of such Services. Customer is prohibited from making the Services available

to a third party or for the benefit of any third party and from altering, adapting, translating, or preparing any derivative work of the Services. All other rights to the Services not expressly granted herein by CBCInnovis are reserved.

6. Limitation of Liability. Unless otherwise stated in the Schedule(s), IN NO EVENT SHALL CBCINNOVIS, ANY CBCINNOVIS AFFILIATES, OR ANY OF THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR LOST PROFITS, OR DIMINUTION OF VALUE OF THE PROPERTY, LOSS OF USE OR INTERRUPTION OF BUSINESS, NOR FOR CONSEQUENTIAL INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES UNDER THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Unless otherwise stated in the Schedule(s), the maximum liability of CBCInnovis in connection with any Services provided shall not exceed an amount equal to the price paid by Customer for such Services.

7. Right to Audit. During the term of this Agreement, either party may audit the other party's policies, procedures and records that pertain to this Agreement to ensure compliance with this Agreement upon reasonable notice and during normal business hours.

8. General Provisions.

(a) **Successors and Assigns.** Either party may assign this Agreement by obtaining prior written consent of the other part, which such consent shall not be unreasonably withheld. CBCInnovis may assign this Agreement to an affiliate upon notice to Customer.

(b) **Entire Agreement/Amendment.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or representations. No modification of this Agreement (including any additional or different terms) shall be binding unless agreed to in writing. In the event of any inconsistencies between this Agreement and any Schedule, such Schedule shall control but only to the extent of such inconsistency.

(c) **Waiver.** No course of dealing or failure by CBCInnovis to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition.

(d) **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio, regardless conflict of laws principles.

(e) **Force Majeure.** Neither party to this Agreement shall be considered to be in default of its obligation under this Agreement to the extent that failure to perform any such obligation arises from causes beyond the control and without the fault or negligence of the affected party.

(f) **Severability.** If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

(g) **Counterparts/Facsimile Copies.** This Agreement may be executed via facsimile and in counterparts, and all such executed counterparts shall constitute the same Agreement.

(h) **Survival.** Sections 4, 5, 6, and 7 shall survive termination of this Agreement.

(i) **Notices.** All notices required or permitted hereunder will be in writing, to the addresses set forth above, and will be deemed to have been properly given: (i) upon delivery if delivered personally or by a courier or overnight delivery service; or (ii) five (5) business days after mailing by certified mail, postage prepaid, return receipt requested, to the parties at the following addresses (or to such other address of which either party may notify the other in a notice that complies with the provisions of this section).

IN WITNESS WHEREOF, each party has executed this Agreement effective as of the date first above written.

CBCInnovis, Inc.

Customer's Name: _____

Signature: _____

Signature: _____

Name: _____
Please Print

Name: _____
Please Print

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE #1: CBCINNOVIS CONSUMER INFORMATION SERVICES

CUSTOMER'S NAME: _____

EFFECTIVE DATE: _____

This Schedule is made by and between CBCInnovis and Customer under certain Master Agreement for Services ("Agreement") under which CBCInnovis shall provide consumer information services ("Services") Customer shall use such Services in accordance with this Agreement.

1. COMPLIANCE WITH FEDERAL AND STATE LAWS

Fair Credit Reporting Act. The parties agree to comply with the Fair Credit Reporting Act, 15 U.S.C. § 1681 et. seq. and other applicable federal and state laws and regulations.

California Retail Seller Compliance. Customer will comply with all applicable provisions of the California Credit Reporting Agencies Act including the Retail Buyers provisions in California Civil Code § 1785.14. **Customer certifies that:**

it is or is not a Retail Seller, as defined in Section 1802.3 of the California Civil Code and

it does or does not issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

Before delivering a consumer report to a Retail Seller, CBCInnovis must match at least three items of a consumer's identification within the CBCInnovis file with the information that the Customer supplies in connection with the in-person credit transaction. Customer certifies that if it is a Retail Seller it will inspect the photo identification of each consumer who applies for in-person credit.

If Customer extends credit by mail pursuant to mail solicitations, the Customer certifies that it shall mail the credit extension to same address as on the solicitations unless Customer verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed. Customer shall also take special actions regarding a consumer's presentation of a police report regarding fraud, and Customer must acknowledge consumer's demands for reinvestigations within certain timeframes specified in the California Civil Code. If after signing this Agreement, Customer becomes a Retail Seller who issues credit in person, Customer certifies that it will provide written notice to CBCInnovis prior to using consumer reports with such transaction and shall comply with all the requirements of a Retail Seller as provided in this certification.

California Investigative Consumer Reporting Agencies Act (California Civil Code § 1786 et seq). Customer certifies that prior to obtaining an investigative consumer report as that term is defined California Civil Code § 1786.2(c) that it has made the applicable disclosures to consumer as required under California Civil Code § 1786.16(a)(2) and that it will comply with Section 1786.16(b) including, but not limited to, providing the consumer a means by which the consumer may indicate on written form by means of a box to check that the consumer wishes to receive a copy of any investigative consumer report that is prepared. Customer must notify CBCInnovis of any change in the permissible purpose for which the information will be used.

Vermont Certification. Customer certifies that it will comply with applicable provisions of the Vermont Fair Credit Reporting Statute, 9 V.S. A. § 2480(e) and the applicable regulations in connection with obtaining consumer reporting information on Vermont consumers. Customer further certifies that it will only obtain consumer reporting information from Vermont consumers after the Customer has received prior consumer consent and will use the consumer reporting information only for the purpose consented to by the consumer.

2. CERTIFICATION OF PERMISSIBLE PURPOSE. Customer shall use a consumer report only when it has a permissible purpose as that term is defined under the Fair Credit Reporting Act 15 U.S.C. § 1681b (Section 604 of the FCRA) and other applicable federal and state laws. Specifically, the Customer hereby certifies that it will only request and use a consumer report for the following purposes **(Please initial all that apply):**

____ 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;

____ In connection with the underwriting of insurance involving the consumer;

____ 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;

____ 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; when it has a legitimate business need for the information (specify that purpose in the space provided) _____;

____ In connection with a business transaction initiated by the consumer, (Please explain) _____;

____ To review an account to determine whether the consumer continues to meet the terms of the account, such as (Please explain) _____;

____ In accordance with the written instructions of the consumer to whom it relates. The Customer shall include in the written request the specific reason(s) for obtaining the consumer report. If on the same form, the Customer seeks consent from the consumer to access or obtain records or items in addition to a consumer report (i.e. medical records, financial account records); the Customer must separately delineate the request for a consumer report by using a check mark or an "x" on the form next to its consumer report request. Customer will use a consumer report only for the specific reasons provided in the written consent. Customer shall maintain copies of the consumer's express written consent for five years.

_____For employment purposes (Evaluating a consumer for employment, promotion, reassignment or retention);

Customer agrees with the following conditions for obtaining a report for employment: Only the Customer's designated representatives will request credit reports. The Customer will forbid employees from obtaining reports on themselves, associates, or any other person except in the exercise of their official duties. Each time the Customer requests a credit report for employment purposes it will comply with 15 U.S.C. § 1681b (Section 604(b) of the FCRA), namely: 1) the consumer has been given a clear and conspicuous written notice, in advance (in a document that consists solely of the disclosure), that a consumer report may be requested for employment purposes; 2) the consumer has authorized the Customer, in writing, to procure the report; 3) the information in the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; 4) before taking adverse action, in whole or in part on the report, Customer will provide the consumer a copy of the report and a description of the consumer's rights under the FCRA.

3. QUALIFIED CUSTOMER CERTIFICATION. Customer certifies that it is not a pawn shop, private detective, detective agency, investigative company, bail bondsman, attorney or law firm (except collection attorneys or reports for employment purposes), credit or financial counseling firm, credit repair clinic, news agency or journalist, dating service, asset location service or a person that will not be an end-user of the Services or seeking information for its own use.

4. FANNIE MAE REQUIREMENTS. Whenever Customer receives changes to information on a merged credit report from CBCInnovis, Customer will communicate these changes to Fannie Mae as part of any reissue of the merged credit report. If Customer receives Global Reissue Credit Reports, such use is subject to: 1) Fannie Mae's Software Subscription Agreement and Desktop Underwriter Schedule (Expanded Use Version) as they appear on Fannie Mae's website located at www.efanniemae.com (the "Fannie Mae Terms"); 2) the limitations and restrictions of the Fannie Mae Terms as applicable to CBCInnovis, which Fannie Mae may modify at any time in its sole discretion by posting it on its website. In the event of any conflict between the Fannie Mae Terms, the Agreement or this Schedule, the Fannie Mae Terms shall govern to the extent of the inconsistency. Fannie Mae shall be entitled to enforce the Fannie Mae Terms.

5. CREDIT REPORTING SCORING SERVICES. If Customer purchases credit reporting scoring services from CBCInnovis that CBCInnovis resells from Experian, TransUnion, Equifax ("the Repositories") who have created proprietary scoring models with Fair, Isaac and Company ("Fair, Isaac") (hereinafter referred to as Scoring Models) then CBCInnovis is required to provide the following terms of use for these services:

Warranty: The Repositories and Fair, Isaac warrant that the Score Models are empirically derived and demonstrably and statistically sound and that to the extent the population to which the score models are applied is similar to the population sample on which the Score Models were developed, the Score Models may be relied upon by end users to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to end users. The Repositories and Fair Isaac further warrant that so long as they provide the Score Models, they will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 *et seq* (ECOA). THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES THE REPOSITORIES AND FAIR, ISAAC HAVE GIVEN END USERS WITH RESPECT TO THE SCORE MODELS AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THE REPOSITORIES AND FAIR ISAAC MIGHT HAVE GIVEN END USERS WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Each end user's rights under the foregoing Warranty are expressly conditioned upon each 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 § 202 *et seq.*).

Limitations on Use: Customer shall use the Score Models and reason codes solely in its own business with no right to transfer or otherwise sell, license, sublicense or distribute said Scores or reason codes to third parties. Customer shall not use a Score as the basis for an "Adverse Action" as defined by the ECOA or Regulation B, unless score factor codes have been delivered to Subscriber along with the Score. Customer must maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such Scores and reason codes will be held in strict confidence and disclosed only to those of its employees with a "need to know" and to no other person. Customer may disclose the Scores provided to it to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only. Customer must comply with all applicable laws and regulations in using the Scores and reason codes purchased from CBCInnovis. Customer, its employees, agents or subcontractors are prohibited from using trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of the Repositories or Fair, Isaac, or the affiliates of either of them, or of any other party involved in the provision of the Score Models without such entity's prior written consent. Customer is prohibited in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by the Repositories and Fair, Isaac in performing the Score Models.

Limitation of Liability: The aggregate liability of the Repositories and Fair Isaac will be the lesser of the Fees paid by CBCInnovis to the Repositories for the Score Models sold to the Customer during the six (6) month period immediately preceding the Customer's

claim, or the fees paid by the Customer to CBCInnovis under this Agreement during said six (6) month period, and excluding any liability of the Repositories for incidental, indirect, special or consequential damages of any kind.

6. OFAC NAME MATCHING SERVICE. If Customer purchases OFAC Services, CBCInnovis will compare the characters in the consumer’s name, social security number and year of birth, when available, to files maintained by the Office of Foreign Assets Control (“OFAC”) of Specialty Designated Nationals. The database is updated periodically from OFAC and CBCInnovis does not insure or guarantee of the accuracy or reliability of the OFAC Name Matching Service nor the data contained in its file or that OFAC Name Matching Service satisfies any of the Customer’s legal obligations which may be administered by OFAC or any other governmental agency.

7. SAFESCAN AND FULL DETEC. 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. SAFESCAN is not based on information in Equifax’s consumer reporting database and is not intended to be used as a consumer report. Customer 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. Customer understands that the information supplied by SAFESCAN may or may not apply to the consumer about whom Customer has inquired. Full DETEC is a service that uses the social security number provided by Customer to search the Equifax consumer credit database and deliver a consumer report that consists of name, AKA, or former name, current and former addresses, listed telephone number (if available), age, employment, Social Security number and a message pertaining to the Social Security number. Customer certifies that it will order a Full DETEC Report only when it has a permissible purpose to receive a consumer report, as specified in the Agreement.

8. OBTAINING INFORMATION UNDER FALSE PRETENSES. 15 U.S.C. § 1681q (Section 619 of 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 of the United States Code, or imprisoned not more than two years, or both.

9. FURNISHING AND INVESTIGATING. Customer has received and agreed to comply with the FCRA Notices to Users and Furnishers. Pursuant to this section Customer may furnish consumer information for use in a consumer credit report and for one or more permitted purposes under GLB. If Customer furnishes consumer information to CBCInnovis, it agrees to furnish CBCInnovis with accurate and complete information on accounts. It will comply with the duties and responsibilities of Furnishers as set forth in 15 U.S.C § 1681s-2 (Section 623 of the FCRA). Customer agrees to conduct an investigation of dispute before the end of the 30-day period within which time CBCInnovis is required to conduct the reinvestigation under the FCRA or within the period specified under applicable state law.

10. MINIMUM TERMS; TERMINATION. This Agreement and the Application for Services sets forth the minimum terms and conditions under which CBCInnovis will provide CBCInnovis Services to the Customer. Nothing herein shall obligate either party to purchase or to sell the services described herein, and either party may terminate this Agreement at *any time for any reason*.

11. LIMITATIONS OF LIABILITY. Because the CBCInnovis Services involve conveying information provided by other sources, including credit repositories neither CBCInnovis nor the credit repositories will, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services, data contained therein. **NEITHER CBCINNOVIS NOR THE CREDIT REPOSITORIES GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, INFORMATION IN THE SERVICES OR THE MEDIA ON OR THROUGH WHICH THE SERVICES ARE PROVIDED AND SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY CBCINNOVIS OR THE CREDIT REPOSITORIES’ ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE.**

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth above.

CBCInnovis, Inc.

Customer’s Name: _____

Signature: _____

Signature: _____

Name: _____
Please Print

Name: _____
Please Print

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT #1 to SCHEDULE #1: CUSTOMER AFFILIATES

Please Mark the appropriate designation:

Only Customer and its employees will be accessing CBCInnovis Services.

Customer has processing centers, branch locations or affiliates under common ownership and control (Customer Affiliates), “Control” means having the ability to direct the management and policies of the entity in question, whether directly or indirectly.

Each Customer Affiliate must be listed below in order to receive the Services. Customer may add Affiliates with written notice. Customer represents and warrants that it has the full power and authority to bind each Customer Affiliate to this Agreement.

Customer Affiliate's Name	Physical Address
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	