

Account Enrollment Process

Thank you for your interest in First Advantage CREDCO, LLC ("FAC"). As the leading provider of specialty credit reports, processing one-in-every-three reports used by the mortgage industry, you can depend on us for the information you need to close deals faster and with confidence.

The Federal Fair Credit Reporting Act (FCRA), applicable state laws and other regulatory requirements strictly regulate access to consumer credit reports. For this reason, we require certain information from you before we can process your request for enrollment.

Enrollment Procedure

The following is a list of documents we will require in order to activate your account. Please have the same individual sign the documents where signatures are required.

- Agreement for Service & Customer Profile:** These documents must be completed and signed by an authorized individual.
- Non-Profit Status:** Provide proof of non-profit status (i.e. IRS 501(c)(3), etc.) or other documentation that displays the agency name and address. If agency is tax exempt, certification to that effect must be provided with the application.
- Business Bank Account Statement & Business Phone Bill:** Copies of these documents will help to expedite the processing of your application. These documents must be dated with the last 45 days and display the agency name and address. They will be required if we are unable to verify by phone or fax.
- Government Photo ID:** If business is a sole proprietorship; partnership; or corporation in business less than one year, provide copy of a government issued photo ID on a principal of the business with the application.
- Business Location Lease Agreement:** A copy of business lease or proof of ownership is required. The agency name and address shown must be the same as on the Agreement for Service. The following pages are needed: address page; terms of lease page; and landlord name and contact page. The entire lease is not required.
- Letter of Intent:** Provide signed copy of Letter of Intent (sample included) on agency letterhead.
- Housing Counseling Membership:** Provide proof of membership with at least one of the following housing counseling agencies. If not a member, then a three bureau consumer report cannot be provided.
 - HUD - Housing and Urban Development
 - AICCCA - Association of Independent Consumer Credit Counseling Agencies
 - NFCC - National Foundation for Credit Counseling

For your convenience, we've included a fax cover sheet. Please fax the above-mentioned documents in **FINE MODE** to: **800.494.2580**.

Compliance Review

Once we receive and accept your signed enrollment documents, our Compliance Department will proceed with the following steps:

- Review & Verification:** Review and verification of your enrollment documents may take up to 3 business days.
- Physical Inspection:** To assure FCRA compliance, companies accessing consumer credit reports are required to pass a physical inspection of their premises. There is a \$100 charge for the inspection, which will be included on your first monthly invoice. *Please contact your sales representative for more details. ***Physical Inspections will be conducted on a yearly basis on Residential Businesses. Physical Inspections will be conducted on Commercial business, only when change of address is requested by the customer****
- Customer Notification:** Once the Compliance Review is complete, a member of our support team will contact you via e-mail or phone to notify you that your account has been activated.

Our Most Valuable Service – Customer Support

We're known as the industry's leader in customer care and technical support. Every employee is FCRA certified. Our credit specialists are assigned to your account and are available by phone, fax and email. If you have any questions about the enrollment process, please feel free to contact us at: **1.800.577.8787**.

ENROLLMENT DOCUMENTS ENCLOSED		
<input checked="" type="checkbox"/> Account Enrollment Process	<input checked="" type="checkbox"/> Exhibit A Consumer Authorization and Release	<input checked="" type="checkbox"/> Fax Cover Sheet
<input checked="" type="checkbox"/> Agreement For Service (AFS)	<input checked="" type="checkbox"/> Customer Profile	
<input checked="" type="checkbox"/> CreditXpert Addendum	<input checked="" type="checkbox"/> Sample "Letter of Intent"	

AGREEMENT FOR SERVICE

In order to receive various information services ("Information Service(s)") from First Advantage CREDCO, LLC ("FAC"), the undersigned Client ("Client") agrees to the terms and conditions set forth in this agreement and the exhibits attached hereto (together, this the "Agreement"). If there is a conflict between the general terms and conditions of this Agreement and any exhibit, the provisions of the exhibit will govern and control. **THIS AGREEMENT DOES NOT ESTABLISH ANY OBLIGATION ON THE PART OF FAC TO PROVIDE ANY INFORMATION SERVICES TO CLIENT UNTIL FAC HAS NOTIFIED CLIENT THAT ACCOUNT SET-UP HAS BEEN COMPLETED AND FAC HAS ISSUED ACCESS CODES TO CLIENT.**

1. Client certifies and agrees that: (a) it is organized as a non-profit entity; (b) it is a member of the Association of Independent Consumer Credit Counseling Agencies (AICCCA), the National Foundation for Credit Counseling (NFCC) or is on the U.S. Department of Housing and Urban Development's ("HUD") list of approved housing counseling agencies or any combination thereof; (c) it uses a trainer performing according to the standards of AICCCA, NFCC or HUD, as applicable; (d) it does not and will not charge consumers fees related to consumer report disputes or reinvestigation assistance; (e) it provides educational material (such as brochures and pamphlets) at no cost to consumers; and (f) it will order Information Services as an end-user. Client further certifies and agrees that it will order Information Services that are consumer reports ("Basic Reports"), credit risk scores ("Scores") and other enhancements to the Basic Report solely in accordance with the written instructions of the consumer to whom it relates for the sole purpose of providing "housing counseling services" as described in HUD's Application for Approval as a Housing Counseling Agency and defined in HUD's handbook, which include: (a) homebuyer education, including pre-purchase counseling for HUD approval; (b) pre-purchase counseling; (c) mortgage delinquency; (d) loss mitigation; (e) post-purchase (including home improvement and rehabilitation); (f) home equity conversion mortgage; (g) mobility and relocation assistance; (h) renter assistance/Section 8 and public housing; (i) money/debt management; (j) fair housing assistance; and (k) homeless counseling, and for no other purpose. For purposes of this Agreement, the term "Credit Reports" includes Basic Reports, Scores and other enhancements to Basic Reports, individually or collectively, as the context requires. Client agrees to (1) obtain a signed written authorization (having the same substance and effect as that shown in Exhibit A) from each consumer, and (2) check a minimum of two (2) forms of identification to verify the consumer's identity, prior to ordering a Credit Report on such person, will maintain all authorizations on file for at least five (5) years, and will provide FAC with copies (or originals) on request. [Exhibit B is hereby reserved]

2. **Client agrees that it will not order Credit Reports for employment purposes or transactions not initiated by the consumer (prescreening) unless approved beforehand in writing by FAC.** Client agrees not to resell or otherwise disclose Credit Reports (or any part thereof), except (a) to the consumer subject of such report, or (b) as otherwise required by law; provided, however, that Client immediately provides FAC and FAC's information providers ten (10) days prior written notice before the disclosure of the report, pursuant to this subsection (b), to allow FAC or FAC's information providers to make a reasonable effort to obtain a protective order or other confidential treatment of the report. Client agrees to refer consumers to FAC for all substantive inquiries regarding Credit Reports, to obtain the written permission of the consumer to obtain the Credit Report where required under applicable state laws in the form required under such laws, and to provide all notices and disclosures required under federal and state laws. Client understands that the Fair Credit Reporting Act ("FCRA"), 15 USC 1681 et seq., provides that any person "who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as FAC) under false pretenses shall be fined under title 18, imprisoned for not more than 2 years, or both." Client acknowledges that it understands its obligations under the Federal Fair Credit Reporting Act and applicable state laws in ordering and using Credit Reports, and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance.

3. Client represents that it is not a(n) private detective, detective agency, investigative company, bail bondsman, attorney, law firm, "credit repair clinic" nor affiliated (either by ownership or contract) with a credit repair clinic, news or media agency or journalist, law enforcement agency, company engaged in insurance claims, dating service, asset location service, Internet people locator service, diet center, adoption search firm, timeshare, pawn shop, company that locates missing children, massage service, genealogical or heir research firm, check cashing entity, an adult entertainment service of any kind, business that operates out of an apartment or unrestricted location within a residence, company that handles third party repossession, company or individual involved in spiritual counseling, individual seeking information for their private use, tattoo service, business engaged in subscriptions (magazines, book clubs, record clubs, etc.), health club, continuity club, or a person that will not be an end-user of the Information Services, and Client agrees to notify FAC **PRIOR** to any change in any of the foregoing. Except as provided elsewhere in this Agreement, Client agrees not to sell, re-sell, transfer or otherwise distribute the Information Services (or any information contained therein) without first obtaining the written permission of FAC.

4. Client acknowledges it has obtained a copy of the FTC's "Notice to Users of Consumer Reports: Obligations Under the FCRA" from FAC at FAC's website <http://www.credco.com/legaldocuments/NoticetoUser.pdf>. Copies are also available directly from the FTC at <http://www.ftc.gov/os/statutes/userfurnisher.htm>. Client will comply with all requirements under the Fair Credit Reporting Act and applicable state laws in ordering and using Credit Reports, and Client is solely responsible for its compliance. Client acknowledges it has received a copy of FAC's **Access Security Requirements**, from the website <http://www.credco.com/legaldocuments/AccessSecurity.pdf> and Client agrees to comply with such requirements as modified by FAC from time to time and posted on that website. Client is responsible for monitoring the website for changes.

5. Section 1785.14(a) of the California Civil Code imposes special requirements with respect to transactions in which a "retail seller" (as defined in Section 1802.3 of the California Civil Code) intends to issue credit to a California resident who appears in person on the basis of an application for credit submitted in person ("point of sale transactions"). **Client certifies that these requirements do not apply to it** because (a) Client is **NOT** a "retail seller" (as defined in Section 1802.3 of the California Civil Code), and/or (b) Client does **NOT** issue credit to California residents who appear in person on the basis of applications for credit submitted in person. **Client further certifies that it will notify FAC in writing 30 days PRIOR to becoming a retail seller or engaging in point of sale transactions with respect to California residents.**

6. The following provisions are applicable to Scores provided under this Agreement:

a. **If Client Orders Any Score.** If Client orders any Score, Client acknowledges and agrees as follows:

(i) Client acknowledges that the Scores and the factors on which the Scores are based are proprietary to the providers of the Scores, and Client agrees to hold all Scores received from FAC pursuant to this Agreement in strict confidence and not to disclose any Score to the consumer or to any third party, except for disclosure to the subject of the Score where Client has taken "adverse action" against such subject based in whole or part on the Score or the Basic Report with which the Score was delivered or as otherwise required under applicable law. For purposes of this Agreement, "adverse action" has the meaning assigned to such term under Regulation B (12 CFR Section 202 *et seq.*) ("Regulation B") promulgated under the Federal Equal Credit Opportunity Act, 15 USC, Section 1691 *et seq.* ("ECOA").

(ii) Client may provide the principal factors contributing to a Score to the subject of the Score when those principal factors are the basis of Client's adverse action against the subject or as otherwise required under applicable law. Where such principal factors are provided to the subject, Client must describe such factors in a manner that complies with the ECOA and Regulation B. Client agrees not to use any Score as the basis for an adverse action unless the Score factor codes have been delivered to Client together with the Score, and Client agrees periodically to revalidate the Score as required under Regulation B. Client recognizes that all Scores (i) are statistical and may not be predictive as to any particular individual, (ii) are not intended to characterize any individual as to credit capability, and (iii) other factors must be considered in making a credit decision. No Score is intended to characterize any of Client's applicants or customers as to credit capability, and neither FAC nor any Score provider guarantees the predictive value of any Score with respect to any of Client's applicants or customers. Scores represent an estimate of credit risk relative to other individuals used by the Score provider to develop the Score and any predictive value of the Score only represents the provider's opinion based on its point-scorable prediction algorithms, risk models, and/ or other methodology. **IN ORDERING A SCORE, CLIENT HAS MADE ITS OWN ANALYSIS OF THE STATISTICAL RELIABILITY AND UTILITY OF USING THE SCORE.** Client agrees that it will not use any Score for account management or prescreening.

(iii) Client understands that the providers of the Scores impose specific requirements for Client to use their Scores (as set forth in Exhibit "C", which is incorporated herein by reference, and is found at the website <http://www.credco.com/LegalDocuments/ExhibitC.pdf>). Client acknowledges it has received a copy of Exhibit "C" from the website <http://www.credco.com/LegalDocuments/ExhibitC.pdf> and agrees to comply with the provisions therein as in effect from time to time and posted on that website as a condition to ordering such Scores. In the event of a direct conflict between the terms of any specific requirements of a Score provider and the general provisions of Section 6 of this Agreement or any other provision of the Agreement, the specific requirements of the Score provider shall govern, but only with respect to the provision that is in conflict. In the event that any Score provider adds or otherwise modifies its requirements for Client's use of its Score, Client agrees that such

terms will automatically be incorporated into this Agreement and become part hereof, and that by ordering any such Score or Scores hereunder, Client agrees that such requirements will be binding on Client. The terms of this Agreement shall be applicable to all Scores Client orders hereunder, except for terms that are in direct conflict with the requirements of the Score provider, in which case, such requirements shall govern as provided above. From time to time, FAC may make additional credit risk scores available to Client. In such case, each such additional score Client decides to purchase will be a "Score" for all purposes of this Agreement, and Client's use of such Score and related obligations will be governed by the applicable provisions of this Agreement and any additional terms and requirements imposed by FAC and/or the provider of the Score.

7. In the event that FAC provides its software to Client in connection with this Agreement ("Software Product"), Client agrees to be bound by the terms under which the Software Product is provided to Client, whether contained in a shrinkwrap agreement, clickwrap agreement, or otherwise (each, a "Software Product Agreement"). In addition to, and not in lieu of, the specific terms of the applicable Software Product Agreement, Client agrees that THE SOFTWARE PRODUCT IS PROVIDED TO CLIENT "AS-IS," WITHOUT ANY WARRANTY OF ANY NATURE. FAC DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT CLIENT WILL BE ABLE TO ACCESS INFORMATION SERVICES THROUGH IT ON AN UNINTERRUPTED BASIS OR FREE FROM COMPUTER VIRUSES OR SIMILAR DEVICES THAT MAY CAUSE LOSS OF INFORMATION OR DISABLE CLIENT'S COMPUTER SOFTWARE OR EQUIPMENT (COLLECTIVELY, "DISABLING DEVICES."); CLIENT ASSUMES ALL RISK AS TO THE SUITABILITY, QUALITY, PERFORMANCE, AND RESULTS OF THE SOFTWARE PRODUCT.

8. The Information Services (including Credit Reports) are provided "AS IS." FAC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO THE INFORMATION SERVICES (OR ANY INFORMATION CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION SERVICE, THAT IT WILL MEET CLIENT'S NEEDS, OR THAT IT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, AND FAC EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.

9. At Client's request, FAC will accept orders for Information Services transmitted to either FAC's website on the Internet or FAC's web servers via the Internet. FAC will transmit Information Services ordered through either such website or servers in such manner that they are accessible only pursuant to the subscriber number and password assigned to Client by FAC. Client acknowledges it has received a copy of FAC's Internet security requirements from the website <http://www.credco.com/legaldocuments/InternetSecurity.pdf> and agrees to comply with the provisions therein as may be modified from time to time by FAC and posted on that website. Client agrees to monitor such website periodically to obtain notice of such changes, and to comply with FAC's Internet security requirements as in effect from time to time, which are part of this Agreement with respect to all accesses of Information Services through the FAC website or any FAC server. Client agrees that each time it places an order for an Information Service via the Internet, Client is, and will continue to be, in compliance with these requirements. **CLIENT AGREES THAT NOTHING IN THIS SECTION 7 PERMITS CLIENT TO TRANSMIT INFORMATION SERVICES (OR ANY INFORMATION THEREIN) THROUGH THE INTERNET, AND CLIENT AGREES THAT IT WILL NOT DO SO WITHOUT SPECIFIC WRITTEN PERMISSION FROM FAC. Client agrees that FAC may immediately upon notice to Client suspend or terminate orders and deliveries of Information Services via FAC website and/or servers if Client is in breach of any requirement under this Agreement or if FAC otherwise determines such action is advisable.** FAC DOES NOT WARRANT THAT INFORMATION SERVICES WILL BE PROVIDED THROUGH THE INTERNET UNINTERRUPTED AND IN NO EVENT WILL FAC HAVE ANY LIABILITY FOR EVENTS OR CAUSES BEYOND ITS REASONABLE CONTROL.

10. In no event will FAC or any other provider of information used by FAC in preparing Information Services, any of their respective affiliates, or any of their respective officers, directors, employees, or agents, have any liability to Client for any special, incidental, or consequential damages, including, without limitation, lost profits, business interruption, loss or corruption of data, and the like, arising out of any transactions in connection with this Agreement, including, without limitation in connection with any Information Service, whether incurred as a result of negligence or otherwise, even if such persons or any of them have been advised of the possibility of such damages. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT SUCH LIMITATIONS MAY NOT APPLY TO CLIENT. The maximum liability of FAC in connection with an Information Service will not exceed an amount equal to the price paid by Client for such Information Service.

11. Client agrees that upon reasonable notice, FAC may (but has no obligation to), directly or through a third party, audit Client's procedures related to this Agreement (including, without limitation, your network, security systems, facilities, practices, and procedures) in order to confirm that they adequately protect against the improper use of Information Services and that Client is in compliance with FAC's Internet security requirements then in effect and all of the other requirements under this Agreement. You agree to fully cooperate in connection with such audits and to make all changes requested by FAC required to assure against unauthorized access of Information Services and for Client to comply with the other requirements of this Agreement.

12. Client agrees to pay in full according to FAC's fee schedule as in effect from time to time. Fees may be changed, effective upon written notice. An account is delinquent if the Client has not paid FAC's invoice to Client in full within 25 days after the date of the invoice. Payment terms and obligations may be changed at any time, upon written notice to Client. FAC may impose a late charge of 1.5 percent per month or the maximum rate permitted by law on any delinquent account until paid in full and/or suspend providing Information Services hereunder until all delinquent amounts owed have been paid in full. Client agrees to pay all attorney fees and collection costs incurred by FAC in collecting any delinquent account, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs including at trial, on any appeal, and/or in a bankruptcy or similar proceeding, in addition to any other recovery to which it is entitled.

13. Client agrees to indemnify, defend, and hold harmless, FAC and all other providers of information used in Information Services provided to Client hereunder, their respective affiliates, and the respective officers, directors, employees, agents, and suppliers and other third party contractors of all such persons from and against any and all actions, lawsuits, investigations, proceedings, costs, expenses (including, without limitation, attorney fees and court costs), and other claims or damages arising out of or in connection with any use or disclosure by Client or Client's employees, agents, or contractors of any Information Service (or any information therein or provided in connection therewith), any breach by Client of any of its obligations, representations, or warranties under this Agreement, and any claim by the subject of an Information Service or other person based on Client's order or use of any Information Service.

14. EITHER PARTY MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE OR PENALTY OR (EXCEPT FOR THE SURVIVING OBLIGATIONS DEFINED IN SECTION 16) FURTHER LIABILITY, EFFECTIVE UPON FIVE (5) BUSINESS DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY. In addition, FAC may suspend providing Information Services to Client without notice if FAC believes that Client has breached any of its obligations hereunder until the breach has been fully cured to FAC's satisfaction and FAC has received satisfactory assurances that such breach will not reoccur and Client will fully perform its obligations under this Agreement.

15. Client's failure to pay FAC any delinquent amounts in full within five (5) business days after written notice from FAC to Client will constitute a Client default and material breach of this Agreement, whereupon this Agreement will automatically and irrevocably terminate without further notice to Client or liability to FAC.

16. Termination of this Agreement will not: (a) release or otherwise affect Client's obligation to pay FAC in full for any fees per FAC's fee schedule, late charges, attorney fees and collection costs incurred to and including the date of termination; (b) terminate or otherwise affect the disclaimers and limitations of liability contained in this Agreement, which will survive termination of this Agreement; and/or (c) waive or otherwise affect Client's obligation to indemnify and defend under Section 13 of this Agreement, which will survive termination of this Agreement.

17. This Agreement, constitutes the entire agreement of the parties with respect to its subject matter, and supersedes any contemporaneous or prior written or oral agreements or other communications regarding such subject matter. No change may be made to this Agreement except by in writing executed by Client and the Compliance Officer or other authorized officer of FAC. This Agreement shall be interpreted in accordance with the laws of the state of California, without reference to its principles of conflict of laws. Client irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in San Diego County, California, with respect to all disputes in connection with this Agreement. If any court or other tribunal of competent jurisdiction declares any provision of this Agreement to be illegal or invalid or unenforceable, the legality and validity and enforceability of the remaining parts, terms, or provisions will not be affected thereby and the illegal or invalid or unenforceable part, term, or provision will be deemed not to be a part of, and severable from, the remaining portions of this Agreement.

18. If Client orders OFAC Screening Service, FAC Screening Services, Identity Verification and Fraud Prevention Products, or Tax Return Verification Services ("TRV"), Client acknowledges and agrees to comply with and abide by the additional terms and requirements as set forth in Exhibit "D", which is incorporated herein by reference and is found at the website <http://www.credco.com/LegalDocuments/Exhibitd.pdf>. Client acknowledges it has received a copy of Exhibit "D" from the website <http://www.credco.com/LegalDocuments/Exhibitd.pdf> and agrees to comply with the provisions therein as in effect from time to time and posted on that website as a condition to ordering such products.

19. Client agrees to comply with the requirements set forth in Exhibit "E" which is incorporated herein by reference and is found at the website <http://www.credco.com/LegalDocuments/Exhibite.pdf> regarding the proper disposal of consumer information. Client acknowledges it has received a copy of Exhibit "E" from the website <http://www.credco.com/LegalDocuments/Exhibite.pdf> and agrees to comply with the provisions therein as in effect from time to time and posted on that website.

20. Client agrees to comply with all applicable federal, state and local statutes, regulations, and rules, including, without limitation, the applicable provisions of the Fair Credit Report Act as amended by the Fair and Accurate Credit Transactions Act and the Gramm-Leach-Bliley Act, in ordering and using the Information Services. In the event Client changes its location, ownership, or control, Client agrees to notify FAC in writing, within ten (10) days of such change.

21. In the event of any actual or suspected security breach that Client either suffers or learns of that either compromises or is likely to compromise FAC data (including, but not limited to Credit Reports) (e.g., physical trespass on a secure facility, computing systems intrusion/hacking, loss/theft of a PC (laptop or desktop), loss-theft of printed materials, etc.) (collectively, a "Security Breach"), Client will promptly notify FAC security personnel within one (1) business day of the discovery of such Security Breach and will immediately coordinate with FAC security personnel to investigate and remedy the Security Breach, as directed by FAC security personnel. Notification to FAC shall be made by calling FAC at 1-619-938-7242. Except as may be permitted by applicable law, Client agrees that it will not inform any third party of any such Security Breach without FAC's prior written consent; however, if such disclosure is required by applicable law, Client agrees to work with FAC regarding the content of such disclosure so as to minimize any potential adverse impact upon FAC and its clients and customers. Client also agrees to comply with all applicable federal and state breach laws and to provide timely notification under applicable law to those individuals affected by the Security Breach (including, but not limited to, notification to law enforcement authorities in the jurisdiction of Client and/or individual(s) effected) in the event the Security Breach was caused by or arose from the actions or inactions of Client. In addition, Client agrees to offer and provide, if accepted, 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 identity theft. The monitoring service must include the daily data from at least one (1) national consumer credit reporting bureau. If the root cause of the Security Breach is determined by FAC to be under the control of Client (e.g., employee or former employee fraud, misconduct or abuse, poor information security practices, etc.), FAC may assess Client an expense recovery fee. If the root cause of the Security Breach is determined by FAC to be under the control of Client (see above), Client is required to submit written documentation to FAC outlining the cause of the breach and suggested remedial actions. If a Security Breach occurs or is suspected to have occurred, FAC may take any action it considers appropriate to safeguard FAC's data, including but not limited to suspension of Client's access until FAC has determined the Client's environment is secure.

22. *The person signing below certifies, represents and warrants that he or she (1) is duly authorized to bind the Client set forth below, to the terms, conditions and certifications of this Agreement, (2) has direct knowledge of the facts certified in this Agreement, and (3) is authorized and hereby consents for Client to receive faxes, including, but not limited to fax advertisements, sent by or on behalf of FAC and its affiliates to the fax number(s) indicated below.*

Company Name (please print): _____

Street Address (no P.O. Boxes) _____ Suite: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: ____/____/____

Print Name: _____ Title: _____

Phone No.: _____ Fax No: _____

Federal Tax ID #: _____

Intended Use of Credit Reports (identify all uses):

Nature of Business:

Additional locations covered by this Agreement: _____
(List each physical address or attach a separate listing on company letterhead)

CREDITXPRT ADDENDUM

This CreditXpert Addendum ("Addendum") is entered into this ____ day of _____ ("Effective Date"), by and between First Advantage Credco, LLC ("FAC") and the undersigned client ("Client") and supplements the Agreement for Service between FAC and Client dated _____ (the "Agreement"). This Addendum contains additional Information Services that may be provided under the Agreement and additional terms and requirements that apply to those Information Services. Client and Client Affiliates agree to abide by the additional terms and requirements set forth below. Capitalized terms used, but otherwise not defined in this Addendum are used with the meanings assigned to such terms in the Agreement.

1. **Purpose and Scope.** Client is currently a subscriber of certain FAC Information Services as described in the Agreement. Client desires to utilize and FAC agrees to license to Client, FAC's CreditXpert products and services, as described in the attached Schedule A (the "Product(s)"), which is incorporated into and made a part of this Addendum.

2. **Grant of License.** Subject to the terms and conditions of the Agreement and this Addendum, FAC grants Client a limited, non-exclusive, non-transferable license to remotely access FAC's licensed copy of the Products for the sole purpose of accessing one or more accounts created for the Client by FAC and generating and printing consumer-specific reports in connection with those accounts consistent with ordinary operation of the Product's functionality. Client may only use the Products for its own internal business purposes. Client may not resell, re-license or re-distribute the Products in whole or in part. Client is expressly prohibited from creating any derivative products or services that contain or rely upon, in whole or in part, the Products (whether in hard copy or electronic format or accessed via database) for redistribution or resale to any third party as well as any commercial distribution.

3. **Term and Termination.** This Addendum will remain in effect until the earlier of (i) the termination of the Agreement, or (ii) either party terminates this Addendum by giving not less than ten (10) days prior written notice to the other of its intent to terminate.

4. **Fees and Payments.** Client shall pay FAC for the Products and other supporting services in the amounts agreed upon and set as per the following fee schedule:

CreditXpert What-If Simulator	\$6.00 per borrower, per bureau
CreditXpert Essentials.....	\$5.00 per borrower, per bureau
CreditXpert Detective	\$5.00 per borrower, per bureau
CreditXpert Score Analysis Service	\$15.00 per borrower + CXP Fee
Unlimited simulations for 30 days from the initial credit report date at no extra charge.	

5. **Compliance with Laws.** Client agrees to comply with all federal, state and local laws, rules and regulations applicable to Client's receipt and use of the Products. FAC reserves the right to revise the terms and/or conditions under this Agreement to meet any requirement imposed by federal, state, or local law, rule or regulation, to address matters concerning privacy and confidentiality, upon reasonable notice to Client. Client shall act in accordance with all laws, statutes, regulations, and orders of courts of competent jurisdiction and regulatory and other governmental authorities, including, but not limited to, all laws, statutes, ordinances, rules, regulations and orders to the extent such laws, statutes, ordinances, rules, regulations and orders are applicable to Client's activities. Client agrees to comply with all applicable export laws and regulations.

6. **Additional Restrictions.**

- a. Client shall not use or permit its employees, agents and subcontractors to use any FAC trade names, logos, trademarks, service marks or any other proprietary designations of FAC, on any printed materials without FAC's prior written consent. Client shall not use the Products (i) as a factor in establishing an individual's eligibility for credit or insurance, (ii) in connection with underwriting individual insurance, (iii) in evaluating an individual for employment purposes, (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority, (v) in connection with any permissible purpose as defined by the Fair Credit Reporting Act (15 U.S.C. 1681 et seq.), or (vi) in any other manner that would cause such use of the Products to be construed as a consumer report by any authority having jurisdiction over any of the parties.
- b. Client is prohibited from changing, deleting or omitting any information or output generated by the Products.
- c. The Products may not be used in any credit repair activities as described under the Credit Repair Organization Act ("CROA").
- d. Client shall not attempt to (a) decompile, disassemble or otherwise reverse engineer the Products, or (b) attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Products. Any use, reproduction or access to the Products not in accordance with the terms of this Addendum is prohibited.

7. **Additional Requirements and Restrictions Applicable to CreditXpert Score Analysis Service.** In the event Client desires to obtain only the output/results of the applicable CreditXpert product (the "CreditXpert Score Analysis Service"), then the following additional terms and conditions apply:

- a. Client hereby authorizes FAC to (i) access the applicable CreditXpert product(s) requested by, and on behalf of Client to which the CreditXpert Score Analysis Service relates, and (ii) provide Client with the CreditXpert Score Analysis Service.
- b. Client understands and agrees that FAC is not a credit repair organization.
- c. Client agrees to pay FAC the fees set forth in section 4 above regarding "CreditXpert Score Analysis Service".

8. **Disclaimers and Limitations of Liability.**

- a. ALL PRODUCTS AND SERVICES PROVIDED UNDER THIS ADDENDUM ARE PROVIDED "AS IS". FAC MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, A COURSE OF PERFORMANCE OR TRADE USAGE, WITH RESPECT TO THE PRODUCTS AND SERVICES (OR ANY DATA CONTAINED THEREIN), OR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY FAC UNDER THIS ADDENDUM, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE ACCURACY, VALIDITY, CURRENTNESS, COMPLETENESS, USABILITY, OR APPLICABILITY OF ANY PRODUCT OR SERVICE, THAT THE PRODUCTS OR SERVICES WILL MEET CLIENT'S NEEDS, OR ANY CONSUMER'S NEEDS, WILL IMPROVE A CONSUMER'S CREDIT REPORT, CREDIT HISTORY OR CREDIT RATING, RAISE A CONSUMER'S CREDIT SCORE OR ESTABLISH OR RE-BUILD A CONSUMER'S GOOD CREDIT, WILL BE FREE FROM ERRORS, OR THAT THE PRODUCTS AND SERVICES WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, AND FAC EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.
- b. Client acknowledges that the fees FAC charges under this Addendum are based upon FAC's expectation that the risk of any loss or injury that may be incurred by use of a Product or Service will be borne by Client and not FAC. FAC'S REFUND OF ANY FEES CLIENT HAS PAID FOR SUCH PRODUCT OR SERVICE SHALL CONSTITUTE CLIENT'S SOLE REMEDY AND FAC'S MAXIMUM LIABILITY UNDER THIS ADDENDUM. IF NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED ON FAC, THEN CLIENT AGREES THAT FAC'S TOTAL LIABILITY FOR ANY OR ALL OF CLIENT'S LOSSES OR INJURIES FROM FAC'S ACTS OR OMISSIONS UNDER THIS ADDENDUM, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO FAC UNDER THIS ADDENDUM FOR THE PARTICULAR PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE ALLEGED BREACH DURING THE ONE MONTH PERIOD PRECEDING THE ALLEGED BREACH BY FAC. CLIENT COVENANTS THAT IT WILL NOT SUE FAC FOR ANY AMOUNT GREATER THAN SUCH AMOUNT. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS ADDENDUM, IN NO EVENT WILL FAC BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF FAC IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. IN ADDITION, FAC'S INFORMATION SUPPLIERS SHALL NOT BE LIABLE FOR ANY CLAIMS FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, WHICH ARE IN ANY WAY CONNECTED WITH OR RELATED TO CUSTOMER'S USE OF THE PRODUCTS OR SERVICES.

- 9. **Data and Intellectual Property Ownership.** Client acknowledges that (a) FAC's Product provider, CreditXpert Inc., retains all right, title and interest in the Products, including all copyright and other intellectual property rights, and (b) CreditXpert Inc. shall be a third party beneficiary to this Addendum.
- 10. **Warranty.** Client represents and warrants that it (a) is not a Credit Repair Agency as described under CROA, and that it shall not use, offer, or provide the Products or any information derived from the Products for use in any credit repair activities as described under CROA, and (b) WILL ASSURE THAT ANY COSTS OR FEES FAC CHARGES CLIENT FOR THE PRODUCTS WILL UNDER NO CIRCUMSTANCES BE CHARGED BACK TO THE CONSUMER, EITHER DIRECTLY OR INDIRECTLY.
- 11. **Survival.** The provisions of Sections 5, 6, 8, and 10, in addition to any other provisions of this Addendum that would normally survive termination, shall survive termination of this Addendum for any reason.
- 12. Except as amended by this Addendum, the Agreement, and all prior amendments to it, shall continue in full force and effect and are hereby ratified and confirmed by the parties. In the event of a conflict between the terms and conditions of the Agreement (and all prior amendments thereto), and those set forth in this Addendum, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum by their respective authorized representatives as of the Effective Date.

(Name of Client)

By: _____

(Print Name)

Title: _____

Email: _____

Account #: _____

FIRST ADVANTAGE CREDCO, LLC

By: _____

(Printed Name)

Title: _____

Exhibit A

CONSUMER AUTHORIZATION AND RELEASE

I hereby authorize First Advantage Credco, LLC ("FAC") to obtain my consumer report/credit information, credit risk scores and other enhancements to my consumer report (hereinafter collectively referred to as "Report") from one or more of the three national credit repositories (Equifax, Experian, Trans Union) and provide a copy of the Report to my housing counseling agency, _____ ("Counselor") for Counselor to provide housing counseling services. This authorization is intended to comply with a consumer report request as set forth in 15 U.S.C. 1681b(a)(2).

I acknowledge that the Report is provided "AS IS" AND THAT FAC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF THE REPORT OR THAT IT WILL MEET MY NEEDS AND FAC EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.

I recognize that the accuracy, validity or completeness of the Report provided by FAC is not guaranteed by FAC and I hereby release FAC and FAC's parent, sister, affiliated companies, successors and assigns and its and their directors, officers, agents, employees and independent contractors (collectively, "FAC's Affiliates") from any liability for any negligence in connection with the preparation of the Report and from any loss, damages, expenses, costs or obligations of any kind and nature whatsoever suffered by me resulting directly or indirectly from the inaccuracy, invalidity or incompleteness of the Report.

I covenant not to sue or maintain any claim, cause of action, demand, cross action, counterclaim, third party action or other form of pleading against FAC or FAC's Affiliates for damages based upon the inaccuracy, invalidity or incompleteness of any Report provided by FAC hereunder.

If one or more of the provisions, or a portion of a provision of this document are held for any reason to be invalid, illegal or unenforceable, such invalidity or illegality or unenforceability will not affect any other provisions of this document, and this document will be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Date: _____

(Signature)

(Print Name)

Oppy#: _____

Index ID#: _____

CUSTOMER PROFILE (Required)

Company name: _____ DBA names: _____

Address: _____ Suite: _____ City: _____ State: _____ Zip: _____
(No P.O. Box)

Business telephone: () - _____ Ext: _____ Fax: () - _____ Stock Symbol: _____
(Required)

Billing address: _____ Suite: _____ City: _____ State: _____ Zip: _____

Billing telephone: () - _____ Ext: _____ Fax: () - _____

Multiple branches: Yes No Bill separately Yes No Web site address: _____

Length time in business: Yrs _____ Mos _____ Number of employees: _____ Annual revenue: \$ _____
(Please include owner if applicable)

Office location: Commercial Residential/Home Based Length of time @ current location: Yrs _____ Mos _____
 Own Rent

If Residential / Home Based, please indicated: Single Family Dwelling Condo / Townhome Apartment

Loan origination software: _____ Version #: _____ Current credit report vendor: _____

Corporate company name (if applicable): _____ Telephone: () - _____ Ext: _____

Corporate address: _____ Suite: _____ City: _____ State: _____ Zip: _____
(No P.O. Box)

Do you own or lease building/office space (please check one) Own Lease

If lease: Landlord Name/Leasing Company: _____ Lease date: ____/____/____ Term: _____

Contact Phone: () - _____ Landlord Address: _____ Landlord Email: _____

A COPY OF YOUR CURRENT LEASE MUST BE INCLUDED WITH YOUR APPLICATION

Company name as listed with Directory Assistance: _____

CONTACT INFORMATION (Required)

1. Primary contact

Name: _____ Title: _____
Telephone number: () - _____ Ext: _____ E-Mail address: _____

2. Compliance contact (individual we can contact with questions or additional information needed to complete compliance verifications)

Same as primary
 Other Name: _____ Title: _____
Telephone number: () - _____ Ext: _____ E-Mail address: _____

3. Users / Updates contact (individual who we can send welcome kits to)

Same as primary
 Other Name: _____ Title: _____
Telephone number: () - _____ Ext: _____ E-Mail address: _____

4. Billing contact

Same as primary
 Other Name: _____ Title: _____
Telephone number: () - _____ Ext: _____ E-Mail address: _____

OFFICERS, OWNERS, PARTNERS, MEMBERS or MANAGING PARTNERS *(Required)*

Persons listed below must be company officers/owners, (i.e.; CEO, President, Vice President, CFO, General Manager, etc.) who are duly authorized to bind the company and extend contract coverage to any locations added in the future. If company is a limited liability company, managers may sign. Please include additional principal names and titles if applicable.

NAME *(Please Print)*

TITLE *(Please Print)*

1. _____

2. _____

AUTHORIZED SIGNATURE *(Required)*

Must be signed by company officer/owner/partner/member/managing partner

I certify that (1) the above information and any attachments hereto, are true and correct, (2) I have direct knowledge of the information and facts set forth in this Customer Profile, and (3) I authorize First Advantage CREDCO to check credit references of applicant. I further authorize First Advantage Credco to access my personal credit report from any consumer reporting agency as part of its due diligence process. In addition, I further authorize First Advantage Credco to access a business report on the applicant hereto. I further authorize my creditors to treat a photocopy or facsimile of my signature as if it were an original, and accept such as my authorization to release credit information to First Advantage CREDCO telephonically. I give First Advantage Credco permission to request business checking account information on the above account as part of First Advantage Credco's membership due diligence process. I have also attached a copy of my current driver's license.

Principal's Name: _____

Date: _____ / _____ / _____

Current Home Address: _____

City: _____ ST: _____ Zip: _____

Social Security Number: _____

DOB: _____ / _____ / _____

Signature: _____

Title: _____

[Client Letterhead]

[Date]

First American Credco
Attn: Compliance Dept.
12395 First American Way
Poway, CA 92064

Subject: Home Counseling

Dear Sir or Madam:

[Name of Company] (the "Company") is organized as a non-profit entity that offers consumers a range of home counseling services which include:

(check applicable boxes)

- | | |
|--|--|
| <input type="checkbox"/> homebuyer education | <input type="checkbox"/> home equity conversion mortgage |
| <input type="checkbox"/> renter assistance | <input type="checkbox"/> money/debt management |
| <input type="checkbox"/> pre-purchase counseling | <input type="checkbox"/> mortgage delinquency |
| <input type="checkbox"/> loss mitigation | <input type="checkbox"/> Fair Housing assistance |
| <input type="checkbox"/> _____ (other) | <input type="checkbox"/> |

The Company will utilize consumer reports in connection with one or more of the home counseling services checked above.

The Company (1) is not a credit repair clinic nor affiliated (either by ownership or contract) with a credit repair clinic, and (2) does not charge consumers fees related to credit report disputes or reinvestigation assistance.

The Company will will not **(check applicable box)** use consumer reports for extension of credit purposes.

Sincerely,

[Signature]
[Name]
[Title]

Fax Cover Sheet

To: First American CREDCO
Client Relations
(800) 494-2580 fax

From: Company: _____
Contact Name: _____
Contact Telephone: () - _____
Contact Fax: () - _____
Contact for the physical inspection: _____
Telephone: () - _____

Activation or Set-up Needed For:

- FANNIE MAE HOME COUNSELOR ONLINE (HCO)
- FREDDIE MAC LOAN PROSPECTOR OUTREACH (LPO) – Provide NOTP#: _____
- COUNSELORMAX (CMAX)
- OTHER: _____

Compliance Documents Enclosed:

- Agreement for Service (page 4)
- CreditXpert Addendum (page 7)
- Customer Profile (pages 9-11)
- Business/Broker license (copy)
- Government Photo ID (copy)
- Business Location Lease Agreement (copy)

To expedite processing request:

Enclose these additional documents:

- Copy of recent business bank account statement (copy)
- Copy of recent business telephone bill (copy)

Credit Report Access Requirements:

Person's accessing credit reports must read and review:

- Agreement For Service on pages 2~4
- Exhibit C, D and E on-line
- Internet Security Requirements, Access Security Requirements, Exhibit "FCRA" on-line

☛ Page 4 must be returned with your application.