

Thank you for choosing Credit Technologies. We'll work hard to get you approved, online and closing more loans as quickly as possible.

1. Complete the attached application online using your "tab" key to navigate between fields (it takes about 12 minutes to complete online). Please note — the repositories require the application be completed in its entirety; incomplete requests will delay your approval.

2. Print and sign the application as indicated attaching copies of:

- Your mortgage brokers, bankers, real estate or appropriate business license;
- Company listing in yellow, white or super pages or a copy of a recent commercial phone bill. The listing or bill must include the company name, address and phone number;
- Copy of your commercial lease executed by all parties. Or provide ownership documents if you own the property;
- Copy of the signer's drivers' license, passport or government issued ID (a repository and FACTA requirement to confirm requester's identity); and
- Letter of intent on your company letterhead (sample is included).

3. Fill out this PDF document or print and scan the completed and signed application. Please password protect the completed document when saving. information on creating a document with a password can be found at <https://www.credittechnologies.com/pdfpasswordprotection/>.

Then email the password protected document to: [SalesSupport@CreditTechnologies.com](mailto:SalesSupport@CreditTechnologies.com).

Once finished, please contact us at 800-445-4922, option 1. Or in a separate email with the password to the membership application.

**OR**

Fax your completed and signed application, (pages 1-16 and supporting documents), to 800-473-7409.

Shortly after we receive your application, you'll get an email confirming it's in process. If all required documentation is provided, you should receive your contingent approval in about 24 hours. Your account is activated as soon as the physical inspection\* is completed (you'll be contacted by the inspection firm within 48 hours).

We'll then contact you to walk you through the system (or feel free to contact us). We'll also send you an invitation to our free online training that is guaranteed to provide each member of your staff the tools, tactics and training to generate more closings and referrals.

Note: In compliance with FACTA, CFPB and Dodd-Frank requirements, all accounts include Comply+. Comply+ provides critical regulatory mandated compliance services including automation of Risk Based Pricing Disclosures, FACTA Red Flag identity theft/Anti-Money Laundering detection tools and FNMA LQI comparison reports.

Questions? Just give us a call at 800-445-4922, option 1. We're happy to answer any questions you may have.

Thank you for choosing Credit Technologies. We look forward to the opportunity to serve, and in helping you close more loans.

\* Credit Repositories require all end users complete a physical inspection conducted by a third-party inspection firm approved by each repository. Experian requires the annual re-inspection of all home-based end users. This physical inspection is required regardless of lender size, location or years in business. A new inspection is required upon relocation. The inspection fee of \$100 will appear on your first months invoice. Those operating from a residential location must have a work area used solely for commercial purposes that is separate and secure from the living space within the residence.

# Membership Application and Agreement

Notice to users of consumer reports: All users must have permissible purpose under the FCRA to obtain a consumer credit report. Your execution of this application confirms your review of FCRA section 604 and your agreement to restrict access for the permissible purposes identified below.

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

Other Business Name(s) or DBA \_\_\_\_\_

Type of Business (services offered) \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Address Type \_\_\_\_\_ Tax ID # (FEIN) Ph# \_\_\_\_\_ NMLS# \_\_\_\_\_

Phone# \_\_\_\_\_ Fax# \_\_\_\_\_ Email \_\_\_\_\_

Prior Address (if less than 2 yrs. at current) \_\_\_\_\_

Type of Entity \_\_\_\_\_ Years in Business \_\_\_\_\_ Area of Operation \_\_\_\_\_

Number of Employees at this Location \_\_\_\_\_ Number of Branches \_\_\_\_\_ Total Employees \_\_\_\_\_

Primary Contact Name \_\_\_\_\_ Email \_\_\_\_\_ Title \_\_\_\_\_

Billing Name \_\_\_\_\_ Email \_\_\_\_\_ Billing Ph# \_\_\_\_\_

Business License/FDIC# \_\_\_\_\_ Do you share office space with another business? \_\_\_\_\_

If yes, please provide business name and type \_\_\_\_\_

Have you ever had access to credit services suspended, denied or terminated? \_\_\_\_\_

If yes, please explain \_\_\_\_\_

The specific permissible purpose credit data will be used \_\_\_\_\_

FNMA DO/DU Access? \_\_\_\_\_ FMAC LP Access? \_\_\_\_\_ If yes, provide TPO# or SSID# \_\_\_\_\_

Loan Origination Software \_\_\_\_\_ Est. Monthly Utilization \_\_\_\_\_

How did you learn of Credit Technologies? \_\_\_\_\_

References *(Required, or you may attach a list of references or copies of recent invoices or statements)*

Current Credit Reporting Supplier \_\_\_\_\_ Phone \_\_\_\_\_

Current Landlord \_\_\_\_\_ Phone # \_\_\_\_\_ Contact \_\_\_\_\_

# AGREEMENT

1. The undersigned Applicant hereby petitions Credit Technologies, Inc. ("CTI") to render service in accordance with its customary practices, for which Applicant agrees to pay promptly on billing by CTI.
2. Applicant hereby agrees, represents and warrants that it will use the services of CTI, in accordance with all provisions of 15 U.S.C. §1681 *et seq.* ("FCRA") and that service will be requested only for the Applicant's exclusive use. Applicant further certifies that consumer reports will be ordered and used only 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 to review of an account of the consumer, even though otherwise permitted by law.
3. Applicant certifies that it will request consumer reports pursuant to procedures prescribed by CTI and only for the permissible purpose certified above, and will use the reports obtained for no other purpose. Applicant shall use each consumer report only for a one-time use and shall hold the report in strict confidence. Applicant shall maintain written proof of permissible purpose for all inquiries for a minimum of five (5) years from the date of inquiry and provide CTI copies of such upon request and to indemnify CTI, (and Applicant will indemnify Trans Union, Equifax Information Services, Experian Information Solutions, LexisNexis Risk Solutions) and each other Applicants and the officers and the employees of each, jointly and severally, from any loss damage, attorney's fee and costs arising from any claim or suit based on alleged violation of any provision of this agreement by the indemnifying party
4. This Agreement shall continue in force without any fixed date of termination, subject to cancellation by either party upon ten (10) days prior written notice mailed or delivered to the office of the other party. CTI party shall have the right to terminate this agreement at any time and without prior notice in event of any or any violation by Applicant of any provision of this Agreement; violation of State or Federal law; and/or action, which adversely affects the economic operation of CTI.
5. No information furnished to Applicant is guaranteed nor is CTI in any way responsible for such information. CTI shall not be responsible or liable for any loss caused by neglect or act of any of its servants, agents, attorneys, clerks, or employees in procuring, collecting and communicating any information furnished by or to Applicant. No promise, statement, representation or agreement made by any employee or other representative of CTI and not expressed in this Agreement shall bind it contractually or otherwise to Applicant.
6. Applicant agrees to fully support and implement policies that protect the confidential nature of information furnished by and through CTI and insure respect for consumers' rights to privacy. Applicant will take all reasonable precautions to restrict the ability to obtain credit information key personnel; safeguard access to credit software and Confidential Information; safeguard access to websites where credit information can be obtained; protect Applicant identification and passwords; and will properly destroy hard copies and electronic files of consumer credit information and Confidential Information when no longer needed.
7. Applicant hereby agrees to comply with all policies and procedures instituted by CTI and required by CTI's consumer reporting vendors contained in this agreement. CTI will give Applicant 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. Applicant may terminate this agreement at any time after notification of a change in policy in the event Applicant deems such compliance as not within its best interest.
8. Applicant agrees that CTI and CTI's consumer reporting vendors shall have the right to audit records of Applicant that are relevant to the provision of services set forth in this Agreement. Applicant further agrees that it will respond within 3 business days to any request of information by CTI's consumer reporting vendors. Applicant understands that such vendors may suspend or terminate access to the vendor's information in the event Applicant does not cooperate with any such an investigation.
9. During the term of this Agreement, each party agrees to comply with all Federal, State and Local statutes, regulations and rules applicable to it, including, without limitation the FCRA, with any changes enacted to FCRA during the term of this Agreement, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by CTI's consumer reporting vendors. Applicant further agrees to comply with CTI's "Access Security Requirements" attached hereto and made a part hereof.
10. Without limiting the foregoing, CTI may from time to time notify Applicant of new, updated or additional requirements relating to such laws, compliance with which will be a condition of CTI's continued provision of the credit information to Applicant, and Applicant shall train and educate its employees on proper security procedures consistent with industry standards. In addition, such new requirements might require price increase. Applicant agrees to comply with any such new requirements no longer than thirty (30) days after it actually receives notice from CTI and such requirements shall be incorporated into this Agreement by this reference. Applicants understand and agree that CTI may require evidence, including a certification that Applicant understands and will comply with applicable laws.

11. Applicant will implement strict security procedures designed to ensure that Applicant's employees use the services and information in accordance with this Agreement and for no purposes other than as permitted by this Agreement. Applicant will treat and hold the services and the credit information in strict confidence and will restrict access to the services and the credit information to Applicant's employees and applicants who agree to act in accordance with the terms of this Agreement and applicable law. Applicant will inform Applicant's employees and applicants to whom any credit information is disclosed of the provisions of this Agreement. Applicant agrees to indemnify and protect CTI and its consumer reporting vendors from any claims or losses incurred by CTI or its consumer reporting vendors because of the misuse, improper or unauthorized access (including data breach) to the services or credit information by Applicant or Applicant's affiliates, employees, agents or subcontractors.
12. Applicant shall notify CTI of any breach or suspected breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been acquired by an unauthorized person within 24 hours following discovery thereof.
13. If approved by CTI and CTI's consumer reporting vendors, Applicant may deliver the consumer credit information to a third party, secondary Applicant with which Applicant has an ongoing business relationship (and with which CTI has a Applicant relationship) for the permissible use of such information. CTI's consumer reporting vendors may charge a fee for the subsequent delivery to secondary Applicants.
14. Applicant agrees that CTI may verify, through audit or otherwise, that Applicant 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. Applicant understands that costs associated with credit rescoring are the sole responsibility of the Applicant and Federal law and repository restrictions prohibit the passing along of rescoring fees to the consumer either directly or indirectly. CTI will utilize a third party vendor to perform an on-site inspection of Applicant's physical location. Applicant agrees to allow access and is responsible for the associated costs.
15. Applicant will utilize appropriate training and training materials in order for Applicant to comply with the Federal Fair Credit Reporting Act and all applicable State and Federal requirements and with policies required by CTI's consumer reporting vendors.
16. Applicant understands and agrees that consumer repository credit information delivered to Applicant by CTI is prepared by and obtained through LexisNexis Risk Solutions, Trans Union, Equifax Information Services, and/or Experian Information Solutions, each of which impose different conditions on the acquisition, use and disposal of such information. In addition, *14 S.C. § 16-81 et seq.* also requires certain other responsibilities of Applicants of consumer reports from consumer reporting agencies. Those responsibilities are attached (and made a part hereof) as Exhibits A-H of this Agreement. Applicant agrees to abide by the terms and conditions of the Exhibits A-H available at <https://f.hubspotusercontent20.net/hubfs/9195876/Application%20Exhibits%20and%20Addendums.pdf>, which are explicitly made a part hereof.
17. Applicant agrees that it will properly dispose of all consumer information in compliance with Federal law and as defined in the included exhibits. "Consumer Information", as used herein, shall mean any record (or compilation thereof) about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Applicant understands and agrees that CTI may monitor, record and store all communications for compliance and quality control purposes.
18. Applicant agrees to pay for all services requested through CTI. Applicant understands and agrees that account invoices are issued monthly and are due and payable upon receipt. Any balance unpaid after 30 days of invoice is subject to a late fee of \$15.00 or 1.5%, whichever is greater. Accounts 30 days delinquent, or those exceeding established credit limits may be placed on credit hold. Accounts with monthly services less than \$50.00 per month incur a \$25.00 monthly account maintenance fee.
19. CTI may, from time to time, report client and or guarantor account history information to credit reporting or collection agencies including but not limited to, Experian, Equifax, Trans Union, LexisNexis Risk Solutions and or Dunn & Bradstreet and the National Credit Reporting Association. CTI may from time to time diminish or increase the charges to Applicant upon request thirty (30) days' written notice. In such event Applicant agrees to pay to revised charges unless Applicant terminates this agreement in writing.
20. In the event of any litigation or other action involving this Agreement, CTI shall be paid reasonable attorney fees and court costs for trial, appeal, and/or bankruptcy or similar proceeding including ADR fees, and witness/travel expenses incurred by CTI whether or not litigation is instituted. In addition to, any other recovery to which the prevailing party is entitled shall be paid.
21. Each party to this Agreement is an independent contractor, and nothing contained in this Agreement may be construed as creating a joint venture, partnership, licensor-licensee, principle-agent or mutual agency relationship between or among the parties. No party, by virtue of this Agreement, has any right or power to create any obligation, express or implied, on behalf of any other party. No party, or employee of any party, will be deemed to be an employee of another party by virtue of this Agreement.
22. Applicant and CTI acknowledge and intend that this Agreement was entered into for the respective benefit of each of them and their respective successors and assigns, and, in consideration of their reporting information to CTI, the third party benefit to Trans Union LLC, Equifax Information Services LLC, LexisNexis Risk Solutions and Experian Information Solutions Inc. Nothing in this Agreement will be construed as giving any other person, firm, corporation or other entity, other than the parties to this Agreement and their respective successors and permitted assigns and Trans Union LLC, LexisNexis Risk Solutions, Equifax Information Services LLC and Experian Information Solutions Inc., any right, remedy or claim under or in respect of this Agreement or any of its provisions.

23. Due to the special and unique purposes of this Agreement, neither this Agreement nor any rights or obligations in it are assignable by Applicant without the prior written consent of CTI. Consent will not be unreasonably withheld. Any dissolution, merger, consolidation or other reorganization of Applicant; the sale or other transfer of all or substantially all of the assets or properties of Applicant or the sale or other transfer of a controlling percentage of the corporate stock of Applicant constitutes an assignment of this Agreement for all purposes of this paragraph. The term "controlling percentage," for the purpose of this paragraph, means the ownership of stock possessing, and of the right to exercise, at least fifty percent (50%) of the total combined voting power of any class or all classes of stock of such a party, issued, outstanding and entitled to vote for the election of directors, whether that ownership is direct or indirect. Applicant agrees to notify CTI of any change of ownership or control fifteen days prior to any such change. CTI 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.
24. Notwithstanding any provision to the contrary, no party to this Agreement will be liable to the other party for any delay or interruption in performance of any obligation resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes, or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause, if the delay or interruption in performance is beyond its reasonable control.
25. Applicant shall indemnify, defend, and hold harmless CTI and its representatives, successors and permitted assigns from and against any and all claims or legal actions of whatever kind or nature that are made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation, defense or settlement, which arise out of, are alleged to arise out of, or relate to the following:
  - (a) any negligent act or omission or willful misconduct by Applicant, its representatives or any subcontractor engaged by Applicant in the performance of Applicant's obligations under this Agreement; or
  - (b) any breach in a representation, covenant or obligation of Applicant contained in this Agreement.
26. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that holding will not invalidate or render unenforceable any other provision of this Agreement.
27. Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act of any party will not constitute a waiver of the rights of that party to enforce those rights and remedies with respect to any other or subsequent act or failure to act.
28. This Agreement, including Exhibits which are expressly incorporated into it, constitutes the entire Agreement between the parties and supersedes and cancels any and all prior agreement between the parties relating to the subject matter. No changes in this Agreement may be made except in writing signed by both parties. A copy of this agreement may be accepted as an original.
29. This agreement shall be governed by and construed under the laws of the State of Michigan. You irrevocably consent to the jurisdiction and venue of the State court located in Oakland County in the State of Michigan, and hereby waive any claim or defense that such forum is not convenient or lacks jurisdiction. Any dispute resulting in legal action must be brought within two (2) years after the believed claim or cause of action arises.

15 U.S.C. §1681 *ET SEQ.* 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, UNITED STATES CODE, IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

The person signing below on behalf of Applicant certifies that he/she has direct knowledge of the facts herein, has the authority execute this agreement and bind the company.

Accepted by,

\_\_\_\_\_  
Applicant (Company Name)

Credit Technologies, Inc. 50481  
W. Pontiac Trail Wixom, Michigan  
48393-2028

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

V14.0

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# Addendum A

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## Sample Letter of Intent

\*\*Letter of intent must be completed and supplied on company letterhead.\*\*

### Letter of Intent

Date

(*CompanyName*) operates as a (*typeofbusiness*). We will be utilizing the services of Credit Technologies, Inc. for the purpose of (*services offered*).

We operate (*locally, regionally, nationwide*).

We anticipate processing approximately (*XXX*) credit reports per month.

We understand that we may not access consumer credit data for any reason other than the purpose stated above, and that we have reviewed and will comply with the requirements outlined in this agreement and its appendices.

Sincerely,

---

Signature of Owner or Corporate Officer

---

Printed Name and Title

# Addendum B

## Credit Scoring Agreement

Client (“End User”) warrants that it has an Agreement for service and an account in good standing with Credit Technologies, Inc. (“CTI”) 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 and will not sell or otherwise distribute to third parties any information received there under, except as otherwise required by law.

Notwithstanding any contrary provision of this End User Agreement, End User may disclose the Scores provided to End User under this End User Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only. End User shall comply with all applicable laws and regulations in using the scores and reason codes purchased from broker.

End User may not use the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of the credit repositories, Fair Isaac, CTI, the affiliates of them or of any other party involved in the provision of the score without such entities written consent.

End User agrees not in any manner either directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Credit Repository/Fair Isaac in performing the Credit Repository Score.

Warranty: Credit Repository, Fair Isaac warrants the Credit Repository Score Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Credit Repository Score Model was developed, Credit Repository Score Model may be relied upon by CTI and/or End Users to rank consumers in order of the risk of unsatisfactory payment such consumers might present to End Users. Credit Repository/Fair Isaac further warrants that so long as it provides the Credit Repository score Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et seq.

A provision limiting the aggregate liability of Experian/Fair, Isaac to each End User to the lesser of the Fees paid by Broker to Experian/Fair, Isaac pursuant to Section 3.A of this Agreement for the Experian/Fair, Isaac Model resold to the pertinent End User during the six (6) month period immediately preceding the End User’s claim, or the fees paid by the pertinent End User to Broker under the Resale Contract during said six (6) month period, and excluding any liability of Experian/Fair, Isaac for incidental, indirect, special or consequential damages of any kind.

THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES CREDIT REPOSITORY/FAIR ISAAC HAVE GIVEN BROKER AND/OR END USERS WITH RESPECT TO THE CREDIT REPOSITORY SCORE MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED CREDIT REPOSITORY/FAIR ISAAC MIGHT HAVE GIVEN CTI AND/OR END USERS WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CTI and each respective End User’s rights under the foregoing warranty are expressly conditioned upon each respective applicant’s periodic revalidation of the Credit Repository Score Model in compliance with the requirements of regulation B as it may be amended from time to time (12 CFR section 202 et seq.)

A requirement that each End User 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;



# Addendum C

## *Access Security Requirements and Secondary Use Restrictions and Requirements*

**All precautions must be taken to secure any system or device used to access consumer reports, credit risk scores, and other sensitive information. To that end, Applicant must comply with the following requirements:**

1. Applicant's account number and password must be protected in such that sensitive information is known only to Authorized Employees. Authorized Employees are employees of Applicant who have access to Information Services. Under no circumstances are unauthorized persons to have knowledge of your Applicant's password or account number. Prior to providing an Authorized Employee with access to any Information Service, Applicant will provide the Authorized Employee with adequate training regarding these Access Security Requirements, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, and other applicable laws, and will require the Authorized Employee to agree to comply with all such requirements and laws (together, "Employee Requirements").
2. Any system access software Applicant uses must have Applicant's account number and password "hidden" or embedded so that the password is known only to Authorized Employees. Password files must be encrypted (128-bit encryption or stronger). Each Authorized Employee of Applicant's system access software must then be assigned unique log-ons and passwords.
3. The ability to obtain Information Services must be restricted to Authorized Employees. User IDs and passwords must be deactivated immediately upon an Authorized Employee's termination or change of job assignment.
4. Passwords must conform to the following best practices: Minimum 8 characters in length, Mix of alpha, numeric, and special characters, Passwords must expire every 90 days, No re-use of a password for 6 months, No caching of passwords. Applicant's passwords are not to be discussed by telephone to any caller, even if the caller claims to be an employee of CTI.
5. Any terminal devices used to obtain Information Services must be placed in a secure location within Applicant's facility. Access to the devices must be difficult for unauthorized persons. Any devices/systems used to obtain Information Services must be secured after normal business hours, or when unattended by Authorized Employees.
6. Hard copies and electronic files of Information Services are to be secured within Applicant's facility and protected against release or disclosure to unauthorized persons and are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable law. Electronic files containing Information Services addressed in this agreement must be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable law.
7. When processing a consumer credit report, only complete and correct information will be used including the consumer's full name including suffix (if any), social security number and minimum 24 months address. Credit Reports will not be ordered for employment purposes unless approved in writing by CTI. Applicant employees are prohibited from obtaining Credit Reports on themselves or any other persons, except in the exercise of their official duties.
8. The only acceptable electronic media for receiving and/or transmitting Information Services or any part thereof, are via private networks, via secure internet connections (if approved by CTI in writing), or via traditional facsimile. Information Services may not be received and/or transmitted via any non secure methods including internet e-mail or via non-private facsimile (e.g., facsimile machines located in public venues.)
9. If unauthorized access to Credit Data is discovered or suspected, Applicant shall immediately (within 24 hours of discovery) notify CTI and further undertake all remedial efforts within Applicant's power and control to cure such unauthorized access.
10. In the event Applicant intends to share with or otherwise disclose consumer reports or credit risk scores (together, "Credit Reports") to a third party (other than an Authorized Employee, the consumer to whom the report/scores relate, or as otherwise required by law), Applicant must:
  - (a) notify CTI Compliance Department in writing prior to such sharing or disclosure, and
  - (b) comply with CTI Secondary Use policy which may be modified by CTI from time to time, a copy of which may be retrieved at <http://www.credittechnologies.com/>
11. If employees of Applicant will be storing Information Services on any portable device such as laptop computers, these devices must Utilize full disk encryption and pre-boot authentication to encryption software.

U.S.C. 17681ET SEQ. 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, UNITED STATES CODE, IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

# Addendum D

## *(LexisNexis Risk Solutions/ Exhibit E)*

In contracting for the services under this Agreement, Customer is a “User” of “Consumer Reports” as those terms are defined under the FCRA, and as such certifies as follows:

1. The nature of User’s business is: Mortgage Qualification and Lending

2. User orders Consumer Reports [Reseller] for the following purpose(s) under the Fair Credit Reporting Act and such reports will not be used for any other purpose:

Please check all that apply:

For the extension of credit to the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).

For the review of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).

For the collection of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).

For use in connection with the underwriting of insurance involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(B).

For use, 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 in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(E).

In connection with the assessment of the consumer’s ability to pay for a medical care transaction initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681(b)(a)(3)(F)(i).

In connection with a rental car transaction where the transaction is initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681b(a)(3)(F)(i).

In connection with a demand deposit account or related new account opening transaction where the transaction is initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681b(a)(3)(F)(i).

In response to a request by the head of a State or local child support enforcement agency (or a State or local government official authorized by the head of such an agency). In accordance with 15 U.S.C. Sec. 1681(b)(a)(4), Customer makes the following certifications:

(A) the consumer report is needed for the purpose of establishing an individual’s capacity to make child support payments, determining the appropriate level of such payments, or enforcing a child support order, award, agreement, or judgment;

(B) the parentage of the consumer for the child to which the obligation relates has been established or acknowledged by the consumer in accordance with State laws under which the obligation arises (if required by those laws); and

(C) the consumer report will be kept confidential, will be used solely for a purpose described in subparagraph (A), and will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose.

For use 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 in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(D).

With express written instructions of the consumer for reasons other than an employment purpose in accordance with FCRA Section 15 U.S.C. Sec. 1681(b)(a)(2).

# Addendum E

(Exhibit A2-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 Credit Technologies Inc. ("**Reseller**") and \_\_\_\_\_ ("**End User**"), and amends and supplements the [End User Agreement] (the "**End User Agreement**").

- 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.
- 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.
- 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)
- 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.
- 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.
- 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 (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. 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.
  
9. **Obligations.** END USER SHALL TAKE FULL RESPONSIBILITY AND ASSUMES ALL LIABILITY FOR ANY AND ALL OF TECHNICAL PROVIDER'S ACTS OR OMISSIONS WITH RESPECT TO THE INFORMATION. IN WITNESS WHEREOF, each of Reseller and End User signs and delivers this Addendum as of the Effective Date.

<b>Credit Technologies, Inc.</b>	
By: _____	By: _____
Signature (Duly Authorized Representative Only)	Signature (Duly Authorized Representative Only)
Name: _____	Name: _____
Print	Print

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

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

Address for Notice:

ATTN: Compliance Department  
 50481 W. Pontiac Trail  
 Wixom, MI 48393

Address for Notice:

## Exhibit 1

Third Party Technical Provider

Description of Services Provided

Agreement Date

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# Guarantee Agreement

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

Upon acceptance of the above listed company as a subscriber to Credit Technologies, Inc. (CTI), the undersigned, hereby agrees that any and all information regarding this account and all services provided by Credit Technologies, Inc., including pricing, will be kept strictly confidential and will not be disclosed to any third parties without the express written consent of Credit Technologies, Inc.

The undersigned, in consideration of the acceptance of said company as a subscriber to CTI, hereby jointly and severally guarantee unconditionally the payment of all amounts, which may be owed CTI including late fees; attorney and or collection expenses as provided for in the membership agreement without the need for Credit Technologies to first pursue the above named company. Guarantors hereby give his/her consent to Credit Technologies, Inc. to obtain any and all information concerning his/her business, and personal history, financial background including credit reports, which may be required at any time in connection with this agreement.

Guarantors acknowledge they have read, understand and agree to the terms and conditions of this Personal guarantee.

## Primary Guarantor

Name _____		
Title _____		
Home Address _____		
_____		
City	State	Zip
Soc Sec # _____		
Signature _____		
Date _____		

## Secondary Guarantor (if required)

Name _____		
Title _____		
Home Address _____		
_____		
City	State	Zip
Soc Sec # _____		
Signature _____		
Date _____		

\* Personal guarantee is required for all privately held companies regardless of size or length of time in business. This guarantee can only be waived if applicant is a publicly traded company, federally chartered FDIC or NCUA lending institution or municipal, State or Federal government entity.



## ACH Payment Authorization

**Payment by ACH Check (attach copy of voided check)**

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Company Name / DBA

---

Name on account

---

Telephone Number

---

Contact Email Address

### Bank Account Information

---

Bank Name

---

City

---

State

---

Zip

Checking Account

Savings Account

---

Account Number

---

Bank Routing Number



### ACH CHECK AUTHORIZATION

I authorize Credit Technologies, Inc. to settle all charges to this account as defined in the membership agreement using the above billing method. Payment for all outstanding charges will occur at the end of each month. This authorization shall be a continuing and irrevocable promise and indemnity for the amount owed. Any account cancellation or modifications must be made in writing. Failure to ensure sufficient funds for any payment will incur a non-sufficient funds (NSF) charge of \$35 per incident. The undersigned promises to pay Credit Technologies, Inc. on demand for any and all sums that come due.

---

Authorized Signature

---

Date

# User List

Please complete the following for each user to be provided access.

#	Full Name*	Email Address*	Phone#*	NMLS#*	Role*
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
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21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

Role defines the rights and permission levels of the user. Options include:

- **Administrator** — access to all data and user settings. **This option should be limited to key admin personnel.**
- **Processor** — ability to order and review all files including those ordered by other users and the ability to order on behalf of other users.
- **Originator** — ability to order and access only files ordered by that user.
- **Accounting** — ability to review charges and billings only.

For multiple cost center operations, please provide a separate list for each. When adding more than 30 users, please attach additional pages or spreadsheet.