



CREDIT BUREAU, INC.

226D Broadway
P.O. Box 5226
Oak Ridge, Tennessee 37831
(865) 482-1722. FAX (865) 481-3894

CONTRACTS AND AGREEMENTS FOR CREDITORS

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CREDIT BUREAU, INC. **Service Contract**

In order to cooperate with other business and professional people in the confidential dissemination of credit information, the undersigned (hereinafter referred to as the SUBSCRIBER) petitions the Credit Bureau named below (hereinafter referred to as the Credit Bureau) for the use of its services upon the basis outlined below, and if accepted by said Credit Bureau as a member or Subscriber, agrees that the following shall constitute a service contract between the SUBSCRIBER and the Credit Bureau.

THE SUBSCRIBER CERTIFIES AND AGREES:

1. Membership and Service Fees:

- A. To pay herewith the sum of twenty-five Dollars, (\$125.00), as an initial fee, for which the SUBSCRIBER is to receive membership application processing.
- B. To pay each month a membership fee of ten dollars, (\$10.00) which shall be in addition to the regular service charges, for which the SUBSCRIBER is to receive member services and member price considerations.
- C. To pay dues and service charges at the prevailing price schedule as applied by the Credit Bureau, Inc.
- D. That all bills for credit reporting products are due and payable by the fifteenth of the month following billing.

2. FCRA Compliance: The SUBSCRIBER will comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act) and all other applicable statutes, both state and federal.

A. Permissible Purpose: That each time a request for information or a credit report is made of the Credit Bureau, the SUBSCRIBER'S representative authorized to make such a request will use the information or report solely for a permissible purpose, namely:

- (1) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; or
- (2) For employment purposes; and Subscriber agrees to make the employment certification described in section B, "Employment Purposes" below; or
- (3) In connection with the underwriting of insurance involving the consumer or
- (4) In connection with a legitimate business need for the information in connection with a business transaction initiated by the consumer or to review an account to determine whether the consumer continues to meet the terms of the account; and the SUBSCRIBER agrees to identify to the Credit Bureau each request at the time such report is ordered, and to certify the legitimate business need for such report; or
- (5) 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; or
- (6) 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.

B. Employee Reports: Reports on employees will be requested only by the SUBSCRIBER'S designated representatives. SUBSCRIBER and SUBSCRIBER Employees will be forbidden to attempt to obtain reports on themselves, associates, or other person except in the exercise of their official duties.

That each time a request for information or a consumer credit report or investigative consumer report is made of Credit Bureau, Inc. for employment purposes it will **a)** specifically notify CBI that it is ordering a report for employment purposes and **b)** comply with §604 of the FCRA, namely: (1) the consumer has been given a clear and conspicuous written notice, in advance (in a document that consists solely of the disclosure), that a consumer report may be requested for employment purposes; (2) the consumer has authorized the SUBSCRIBER, in writing, to procure the report; (3) the information in the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; (4) before taking adverse action, in whole or in part on the report, SUBSCRIBER will provide the consumer a copy of the credit report and a description of the consumers rights under the FCRA.

(Non-Compliance Liability Notice: Public Law 91-508 provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more than two years, or both.)

3. Data Furnishing: Subscriber agrees to furnish the Credit Bureau with written or oral information providing the following data:

- A. The names and addresses of customers whose accounts have been restrained or closed by SUBSCRIBER (and the reasons therefore); or placed for collection; or repossessed; or charged off as a loss; and no later than 90 days after furnishing such information, provide the month and year of the commencement of the delinquency that immediately preceded the action.
- B. Information on active and inactive accounts, including notification when a customer voluntarily closes an account, in information regularly furnished for the period in which the account is closed.
- C. Notice of any dispute by customers of the completeness or accuracy of any information furnished to the Credit Bureau.
- D. Any pertinent other information to make the Credit Bureau's files more complete, immediately when requested by the Credit Bureau.

E. Such pertinent information on present or former employees as may be requested by the Credit Bureau.

4. **That SUBSCRIBER will provide prompt, accurate and complete information at the time of transmission and will comply with Sec.623 of the FCRA.**

SUBSCRIBER may discuss information received from the Credit Bureau with the consumer in the event SUBSCRIBER declines or takes adverse action regarding the consumer. In the event of disclosure to the consumer by SUBSCRIBER, the Credit Bureau shall be held harmless from: any liability, damages, cost or expense including reasonable attorney's fees resulting therefrom. The Credit Bureau shall not be liable in any manner whatsoever for any loss or injury to SUBSCRIBER resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information, such information being based, however, upon reports obtained from sources considered by the Credit Bureau to be reliable.

5. To furnish data which is believed to have been or which could be used for fraudulent purposes to Credit Bureau for inclusion and reporting in Equifax Credit Information Services, Inc. SAFESCAN System for as long as information is provided from that system. Such data shall include but not be limited to consumer names, aliases, Social Security number, addresses (current and former), and telephone numbers (business and residential). The SUBSCRIBER may also include the addresses of known mail receiving services, hotels/motels, campgrounds, storage facilities, telephone answering services, check cashing facilities and prisons.
6. That an application alert message from Equifax Credit Information Services, Inc., SAFESCAN System will be used as an indication that the application information should be totally verified prior to a business decision and the decision will not be based upon the alert message until such verification procedure is exhausted and it is clear the information supplied applies to the consumer who has made the application for credit or employment. SUBSCRIBER also understands and agrees that data from the SAFESCAN System is proprietary to ECIS, Inc. and shall not be used as a component of any data base or file built or maintained by SUBSCRIBER. The use of such data shall be limited to the specific transaction for which the alert message is provided. SUBSCRIBER understands that the information supplied by ECIS, Inc., SAFESCAN System may or may not apply to the consumer who has made the application to SUBSCRIBER for credit or employment.

THE CREDIT BUREAU AGREES:

1. To maintain files on individuals, firms or corporations, recording information furnished by its members or SUBSCRIBERS or obtained from other available sources.
2. To furnish all available pertinent information on individuals firms or corporations, including but not limited to: identifying information, credit history, and employment and public record information in file. Such information is being furnished at the special request of SUBSCRIBER, as evidenced by the signature on this application.
3. The Credit Bureau will not provide a record of inquiries in connection with credit or insurance transactions not initiated by the consumer.

IT IS FURTHER MUTUALLY AGREED that the Credit Bureau and the SUBSCRIBER shall each be liable to any third party claimant for its own acts of negligence with regard to the performance of its duties hereunder and each shall indemnify and hold harmless the other for and from all such third party claims, including any costs and expenses and reasonable attorney fees, arising on account of its acts of negligence, or on account of its failure to perform any of its obligations hereunder, incurred by the other in connection therewith.

It is agreed this Service Contract shall remain in force and effect for one (1) year from the date accepted and renewed from year to year thereafter unless either party elects to cancel the Contract at any time upon at least sixty days notice. **The signing party attests to their authority to contract for Subscriber and Companies, Branches, Sub-offices, etc. where applicable.** Credit Bureau, Inc. may cancel the contract immediately if it determines the requirements of the Contract or any compliance requirements of state or federal statutes referred to herein, have not been met. Further, the service contract may be terminated if invoices hereunder are not paid as of the due date.

SUBSCRIBER acknowledges receipt of FTC prescribed "Notice to Furnisher of Information" and "Notice to Users of Consumer Reports".

Dated at _____ this _____ day of _____ 2002

Subscriber _____ Type of Business _____

Address _____ Telephone _____

Fax _____

Contracting Agent / Title: _____

Names of Authorized Personnel for Credit Information: _____

Accepted by: _____ Membership Type: _____ Subscriber Code Assigned: _____

Credit Bureau, Inc. 226-D Broadway Ave. Jackson Square Oak Ridge, Tennessee 37830

Credit Bureau, Inc. ♦ 226-D Jackson Sq. Broadway ♦ P.O. Box 5226 Oak Ridge, TN. 37830
Phone (865) 482-1722 ♦ Fax (865) 481-3894

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, _____ ("Customer"), acknowledges that it subscribes to receive various information services from Credit Bureau, Inc. a system affiliate of Equifax Credit Information Services, Inc. ("Equifax") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Customer's continued use of Equifax information services in relation to Vermont consumers, Customer hereby certifies as follows:

Vermont Certification. Customer certifies that it will comply with applicable provisions under Vermont law. In particular, Customer certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Customer has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Customer further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from Equifax.

Customer: _____

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Maintain a copy for your records and return by fax or mail:

Credit Bureau, Inc.

P.O. Box 5226

Oak Ridge, TN 37831

Fax: 865-481-3894



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

§ 2480e. Consumer consent

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

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.



AGREEMENT FOR SERVICE -- BEACON®

CREDIT BUREAU, INC. ("CBI")

1. Subscriber, desiring to use CBI' BEACON on-line service at the regular prices established by CBI and Equifax Information Services, LLC. from time to time, agrees that all BEACON services and information, whether oral or written, whether by report or otherwise, will be received subject to the following conditions:
2. The BEACON service consists of point-scorable prediction algorithms developed by The Fair Isaac Companies ("Fair, Isaac"). It is based on the computerized consumer credit information in CBI' automated consumer reporting system, and designed to predict the risk of an individual not paying accounts as agreed. CBI will apply BEACON to those Subscriber inquiries for consumer reports from CBI' automated consumer credit reporting system as Subscriber may request. Pursuant to such an inquiry and request for BEACON information, CBI will, as available, provide Subscriber the BEACON score, up to four of the principal factors contributing to the BEACON score, and the consumer credit report.
3. BEACON information from CBI will be requested only for the exclusive use of the Subscriber, and all BEACON information received from CBI will be held in strict confidence by Subscriber, except to the extent that disclosure to others is permitted or required by law.
4. Subscriber will hold CBI, Fair, Isaac and all their agents and employees harmless on account of any expense or damage arising or resulting from the publishing or other disclosure by Subscriber or Subscriber's employees or agents, of the BEACON score, the report or other information contrary to the conditions set forth in **Paragraph 3**.
5. Subscriber understands that requests for use of the Beacon for Account Management and/or Prescreening programs are not authorized under this Agreement.
6. Subscriber will comply with the provisions of the Federal Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq., as amended (the "FCRA"), the Equal Credit Opportunity Act, 15 U.S.C. Section 1691, et seq. as amended (the "ECOA"), all state law counterparts of them, and all applicable regulations promulgated under any of them, including without limitation, any provision requiring adverse action notification to the consumer.
7. CBI does not guarantee the predictive value of the BEACON scores with respect to any of Subscriber's applicants or customers, and does not intend to characterize any such individual as to credit capability as the BEACON score only represents an estimate of credit risk relative to other individuals in CBI' automated consumer reporting system and any predictive value only represents an opinion based on the point scorable prediction algorithms. Subscriber releases CBI, Fair, Isaac, their officers, employees, agents, sister or affiliated companies, or any third party contractors or suppliers of CBI from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by Subscriber resulting from the use of BEACON or any failure of BEACON to accurately predict the creditworthiness of Subscriber's applicants and customers in connection with Subscriber's actions in regard to its applicants and customers. In the event BEACON was not correctly applied by CBI to the credit file, the SUBSCRIBER's sole remedy and CBI' sole responsibility will be to reprocess the credit file through BEACON at no additional charge. SUBSCRIBER AGREES THAT FAIR, ISAAC, CBI, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SISTER OR AFFILIATED COMPANIES OR ANY THIRD PARTY CONTRACTORS OR SUPPLIERS ARE NOT RESPONSIBLE FOR ANY LOSS OF PROFITS, SPECIAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, COSTS OR EXPENSES IN CONNECTION WITH THE USE OR PERFORMANCE OF BEACON SCORES EVEN IF ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. If liability is imposed on CBI or Fair, Isaac notwithstanding the foregoing releases, the combined liability of Equifax and Fair, Isaac arising from BEACON

scores provided by CBI and Fair, Isaac shall be limited to the lesser of \$10,000 or the aggregate amount of money received by CBI from Subscriber from the use of BEACON under this Agreement during the twelve (12) months prior to the act giving rise to the claim.

8. CBI has received a warranty from Fair, Isaac, the developer of BEACON, stating that the scoring algorithms used in the computation of the BEACON score are empirically derived from CBI's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to credit risk, and no scoring algorithm(s) used by BEACON uses a "prohibited basis" as that term is defined in the ECOA and Regulation B, as promulgated thereunder and CBI reasonably believes such warranty is true.
9. CBI is the authorized agent of Fair, Isaac for purposes of executing this Agreement as it pertains to the BEACON score and for collection of all fees and charges arising thereunder with respect to the BEACON scores.
10. Subscriber will hold all BEACON scores received from CBI under this Agreement in strict confidence and will not disclose any BEACON score to the consumer or to any third party except as required by law as a result of adverse action. Subscriber may provide the principal factors contributing to the BEACON scores to the subject of the report when those principal factors are the basis of Subscriber's adverse action against the subject consumer. Subscriber must describe the principal factors in a manner which complies with Regulation B of the ECOA. Further, Subscriber acknowledges that the BEACON scores and factors are proprietary and that, except for (a) disclosure to the subject consumer if Subscriber has taken adverse action against such consumer based in whole or in part on the consumer report with which the BEACON scores were delivered or (b) as required by law, Subscriber will not provide the BEACON scores to any third party without CBI's and Fair, Isaac's prior written consent.
11. Subscriber warrants that, before delivering or directing CBI to deliver BEACON scores to any third party, Subscriber will enter into a contract with such third party that (a) limits the use of the BEACON scores by the third party only to the use permitted to Subscriber and (b) identifies CBI and Fair, Isaac as express third party beneficiaries to such contract.
12. Subscriber shall not use BEACON scores as the basis for an "Adverse Action" as defined by Regulation B of the ECOA, unless score factor codes have been delivered to Subscriber along with the BEACON score.
13. All BEACON services will be charged to Subscriber at the regular rates of CBI in the city in which the service is rendered, and Subscriber will pay charges upon rendition of monthly or yearly statements.
14. Subscriber understands that the BEACON score and principal reasons are only one of various items of information it can use in connection with its review and decision regarding the subject. Subscriber certifies that BEACON information will only be requested along with a consumer report, and that a consumer report, as defined by the FCRA, will be ordered only when intended to be used for "permissible purposes" as defined by the FCRA. Subscriber is not authorized to request or receive BEACON for employment purposes under this Agreement.
15. This Agreement is supplemental to the Agreement for Service for consumer credit reporting services entered into between Subscriber and CBI, which is incorporated herein by reference. This Agreement applies just to information furnished by CBI to Subscriber from the BEACON System and sets forth the entire understanding and agreement between CBI and Subscriber regarding on-line BEACON services.
16. Written notice by any party will terminate this Agreement, but the obligations and agreements set forth in **Sections 3, 4, 5, 6, 7, 10 and 17** above will remain in force.
17. This Agreement may be modified only by a written amendment duly executed by all parties. No party may assign its rights or obligations except with prior written consent of the other parties. This Agreement shall be interpreted in accordance with the internal laws (and not the conflicts of laws) of the State of Georgia. The undersigned is a duly authorized representative with all powers required to execute this Agreement.

SUBSCRIBER_____

By _____

Title _____

Dated _____

ACCEPTED:

CREDIT BUREAU, INC.

By _____

Dated _____

Beacon Agreement for Service
Document #: 1064v4/CON0000332

ATLLIB01 978652.3



CREDIT BUREAU, INC.

226D Broadway
P.O. Box 5226
Oak Ridge, Tennessee 37831
(865) 482-1722. FAX (865) 481-3894

OFAC ALERT ADDENDUM - EPORT

This Addendum is made this _____ day of _____, by and between, Credit Bureau, Inc. and the undersigned customer ("Customer"), in order to supplement the existing Service Agreement (the "Agreement") between the parties.

WHEREAS, Credit Bureau, Inc. and Customer entered into the Agreement under which Credit Bureau, Inc. provides Information Services to Customer; and

WHEREAS, the parties now desire to amend the Agreement so that Customer may receive, as available, OFAC Alert Service, provided by Equifax Information Services LLC ("Equifax"), and sold by Credit Bureau, Inc. subject to the terms and conditions of the Agreement and this Addendum.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. OFAC Alert.

OFAC Alert is an information service provided by Compliance Data Center, Inc., an Equifax affiliate, based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes; or any other purpose authorized under the FCRA. Accordingly, Customer will not use an OFAC Alert indicator as part of its decision-making process for determining the consumer's eligibility for any credit products or other products or services applied for. Customer acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and Customer should contact the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not apply to the consumer whose eligibility is being considered by Customer.

II. Real Time Screening and Notification.

Equifax Information Services LLC will screen all existing Customer traffic against the OFAC Alert database in real time fashion and will notify the Customer of OFAC Alerts by one of three possible delivery methods a) nightly, via e-mail, to at least two, up to five Compliance contacts b) on-screen to Customer, with sub-second delivery of the OFAC Alert results c) both (a) and (b) above.

III. Release and Limitation of Liability Language in the Agreement Applicable to Compliance Data Center, Inc.

OFAC Alert is provided through Equifax's Affiliate, Compliance Data Center, Inc. ("CDC"). Customer agrees that all release, disclaimer and limitation of liability language in the Agreement applicable to Credit Bureau, Inc. and Equifax applies equally to CDC.

IV. Fees for OFAC Alert

Customer agrees to pay Credit Bureau, Inc. the current standard per transaction pricing for OFAC Alert.

V. Incorporation and Ratification

Except as specifically amended and modified by this Addendum, all other terms of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

Customer:

Credit Bureau, Inc.

Address:

**226D Broadway
Oak Ridge, TN 37830**

Signed by:

Signed by: _____

Printed Name:

Printed Name: _____

Title:

Title: _____

Date:

Date: _____