

MEMBERSHIP GUIDELINES

Thank you for choosing QC Credit Agency. Due to the stringent guidelines set forth by the three credit bureaus, it is essential that all of the applicable documentation listed below be submitted for our files. **If the business name appearing on our Business Contract is not currently listed with 411 information, we are prohibited by the credit bureaus to open your account!** In addition to completing our Business Contract, the following items will need to accompany your Business Contract before receiving final approval.

Forms to be signed

- Completed Business Contract (Page 2 – 4 signed)
- A signed copy of the site Visit Authorization
- A signed copy of our Access Security Requirements
- A signed copy of the Classic Credit Risk Score Services
- Letter of intent on your company Letterhead (See sample)

Required Documents

- A copy Driver License of broker or manager
- A copy of Rental Lease agreement for office space
- A copy of Business Check
- A copy of your DBA filing papers
- A copy of phone bill under business
- A copy of your Real Estate License or State License to sell loans

*** DO NOT FAX INCOMPLETE CONTRACTS! CONTRACTS THAT ARE NOT COMPLETELY FILLED OUT WILL NOT BE PROCESSED!**

As a new customer of QC Credit Agency, it is important to notify everyone in your company that our credit reports may only used for the purpose stated on your Letter of Intent. No person in your organization may obtain/access their own credit report. In the event that an officer or employee is engaging in real estate transaction, someone other than themselves must access their credit report, bureaus may require written proof of any real estate transaction!

Signature: _____ Title: _____ Date: _____



COMPANY NAME _____ DBA: _____
TEL#: _____ FAX: _____ MONTHLY USAGE: _____
BUS. ADDRESS: _____ STE.#: _____
CITY: _____ STATE _____ ZIP: _____
BILLING ADDRESS: _____ STE.#: _____
CITY: _____ STATE _____ ZIP: _____
CONTACT PERSON: _____ EMAIL ADDRESS: _____
COMPANY WEBSITE: _____

BUSINESS TYPE: _____ YEARS OPEN: _____
BROKER'S NAME: _____ LIC. #: _____ %OWNED: _____
OFFICER'S NAME: _____ LIC. # _____ %OWNED: _____
OFFICER'S NAME: _____ LIC. # _____ %OWNED: _____

TRADE REFERENCE (Examples: Appraisers, Title Companies, Account Executives)/ Companies you do business with.
1. Company _____ Contact Person _____ Phone #: (____) _____
2. Company _____ Contact Person _____ Phone #: (____) _____

For and in consideration of QC Credit Agency extending credit to the above Company Name, for the purpose of purchasing credit reports in accordance with this contract, the undersigned hereby personally promises and agrees to guarantee payment to QC Credit Agency of all debts incurred by the above Company Name. In the event of nonpayment of said debts, the undersigned hereby agrees to pay attorney's fees and cost of suit. I/We further authorize QC Credit Agency to check my personal credit history at their discretion, and authorize any references listed on this contract to release and/or verify information to QC Credit Agency. This contract is entered into and is to be Executed in San Jose, CA.

PRINT NAME: _____ PRINT NAME: _____
SIGNATURE: _____ SIGNATURE: _____
HOME #: _____ CELL #: _____ HOME#: _____ CELL # _____
HOME ADD: _____ HOME ADD _____
SOC. SEC. #: _____ SOC. SEC. # _____

I also authorize QC Credit Agency to charge my credit card account in the event, that I do not make a full payment on my bill by the end of the month.

Credit Card #: _____ - _____ - _____ - _____ Expiration Date: _____/_____

X _____
Your Signature Date

X _____
Broker or authorized Signature Date

Signature: _____ Title: _____ Date: _____



The undersigned, desiring to use the services of QC Credit Agency at the regular prices established by QC Credit Agency, agrees that all credit reports will be submitted and received subject to the following conditions. All credit reports, whether oral or written, will be kept strictly confidential. Except as required by law, no information from credit reports will be revealed to the person reported on or to any other except a person whose duties require him or her to pass on the transaction in relation to which the report was ordered. No credit report will be requested for the use of any other person except with the written permission of QC Credit Agency.

The undersigned agrees to hold QC Credit Agency and their officers, agents, employees and independent contractors harmless on account of any expense or damage resulting from publishing by the undersigned, or its employees or agents, of report information contrary to these conditions.

Recognizing that information is secured by and through fallible human sources and that for the fee charged, the company cannot be an insurer of the accuracy of the information, the undersigned understands and agrees that the accuracy of any information is not guaranteed by QC Credit Agency and the undersigned releases QC Credit Agency and its affiliated companies and their officers, agents, employees and independent contractors from liability for any negligence in connection with the preparation of such credit reports and from any loss or expense suffered by the undersigned resulting directly or indirectly from QC Credit Agency's reports or those of its affiliated companies. Recognizing that a complete and accurate credit application/1003 is necessary for the preparation of an accurate credit report, the undersigned releases QC Credit Agency and its affiliated companies and their officers, agents, employees and independent contractors for any negligence in connection with the preparation of credit reports and from any loss or expense suffered by the undersigned as a result of any intentional or unintentional failure to disclose all relevant personal, public record and credit history information by the undersigned, its officers, agents, employees, independent contractors or the consumer/borrower.

The undersigned certifies that they have read the Fair Credit Reporting Act (FCRA) at QC Credit Agency website www.qccredit.com and acknowledges their responsibilities for the use of credit reports as designed by the FCRA and that all credit reports will be used in the manner stated on the Letter of Intent. The undersigned acknowledges that credit reports ordered through QC Credit Agency may not be resold to any party under any circumstances. The undersigned certifies that they are not a credit clearing company nor have any connection with private investigations or the legal profession. In addition, the undersigned agrees to govern its managers, employees, agents and independent contractors as to the permissible uses for running credit and to verify the written authorization for all credit reports ordered. The undersigned agrees to only order credit reports for purposes related to the real estate or mortgage industry. The undersigned understands and agrees that this certification constitutes all conditions of service and/or reporting, present and future, and applies to all reports made by QC Credit Agency and its affiliated companies to the undersigned.

Terms of payment are "Due Upon Receipt" of invoice. Delinquent accounts are subject to late charges of 1.5% per month and service may be disrupted without notice. All returned checks will be subject to a \$15.00 sur charge. If necessary to employ an attorney to collect outstanding invoices, the undersigned agrees to pay reasonable attorney's fees and cost of suit. This contract is entered into and is to be executed in San Jose, California and is to be governed by the laws of the State of California.

Signature: _____ Title: _____ Date: _____



1. Reseller has access to consumer reports from one or more consumer credit reporting agencies.
2. Subscriber is a ___Mortgage/ Real Estate Company___ and has permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996, hereinafter called "FCRA". The subscriber certifies their permissible purpose as:

Please describe below the specific purpose for which credit reports will be used (What will you do with the information obtained?) This **MUST be filled out.**

i.e. Qualify for residential home loans

X _____

3. Subscriber certifies that it will request consumer reports pursuant to procedures prescribed by Reseller from time to time only for the permissible purpose certified above, and will use the reports obtained for no other purpose.
4. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
5. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS THE INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO (2) YEARS, OR BOTH.
6. Subscriber shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and not to disclose it to any third parties; however, that Subscriber may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless explicitly authorized in this Agreement or in a separate agreement, between Reseller and Subscriber, for scores obtained from Trans Union LLC, or as explicitly otherwise authorized in advance and in writing by Trans Union LLC through Reseller, Subscriber shall not disclose to consumers or any third party, any nor all such scores provided under this Agreement, unless clearly required by law.
7. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, or a material change in existing legal requirements which adversely affects this Agreement, Reseller may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

Signature: _____ Title: _____ Date: _____



SITE VISIT AUTHORIZATION

Due to our compliance requirements from Equifax and Experian, a complete on-site inspection of all client officers must be conducted, by a repository approved third party site inspection vendor. These companies have been given complete training, guidance and instructions, by each repository on their specific inspection guidelines. The purpose of this on-site inspection is to ensure that the business 1) is a bona fide business entity operating in an appropriate business location, for the purpose listed on their QC Credit Agency application, 2) adheres to access security requirements and appropriate security of confidential consumer credit information, and 3) possesses and displays the appropriate state and industry licenses.

I authorize QC Credit Agency to order and conduct a third party site inspection of the provided office location. I understand that the cost for this visit is **\$75.00** and hereby authorize QC Credit Agency to collect this amount charging credit card listed below. This authorization is for the purpose of the site visit charge **only** and does not constitute an authorization for charges for any purpose.

Company Name: _____

Company Address: _____

I do hereby certify that I am an authorized signer on the aforementioned checking account and do fully consent to the terms of the herein authorization.

Signature: _____ Date: _____

Note: To ensure a timely scheduling of the site inspection, please provide the names and contact information of two individuals within your office that may be contacted during normal business hours:

Name: _____ Phone: _____ Cell Phone: _____

Name: _____ Phone: _____ Cell Phone: _____

CREDIT CARD TO BE USED FOR PAYMENT OF SITE INSPECTION ONLY:

I do hereby authorize QC Credit Agency to debit the following credit card:

(Only complete if different from the credit card information provided on page 2)

Name as it Appears on the Card: _____

Card No. _____ Expiration Date: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

I do hereby certify that I am an owner or authorized user of the aforementioned credit card and do fully consent to the terms of the herein authorization.

Signature: _____ Title: _____ Date: _____

CLASSIC CREDIT RISK SCORE SERVICES

1. Based on an agreement with Trans Union LLC ("Trans Union") and Fair Isaac Corporation ("Fair Isaac") ("resellers agreement"), reseller has access to a unique and proprietary statistical credit scoring service jointly offered by Trans Union's and Fair Isaac with evaluated certain information in the credit reports of individual consumer from Trans Union's database ("Classic") and provides a score which rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) months period following scoring (the "Classic Score").
2. Subscriber, from time to time, may desire to obtain Classic Scores from Trans Union via on online mode in connection with consumer credit reports.
3. Subscriber has previously represented an now, again represents that it is a Mortgage Broker _____ and has a permissible purpose for obtaining consumer reports, as defined in section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) including, without limitation, all amendments there to ("FCRA").
4. Subscriber certifies that it will request Classic Score pursuant to procedures prescribed by Reseller from time to time only for the permissible purpose certified above, and will use the Classic Scores obtained for no other purpose.
5. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from date of inquiry.
6. Subscriber agrees that it shall use each Classic Score only for a one-time use and only in accordance with its permissible purpose under the FCRA.
7. With such cause, such as delinquency or violation of the terms of this contract or a legal requirement, Reseller may, upon its election, discontinue serving the Subscriber and cancel this agreement, in whole or in part (e.g. the services provided under this Addendum only) immediately.
8. Subscriber recognizes that factors other than the Classic Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report the individual account history, and economic factors.
9. Trans Union and Fair Isaac shall be deemed third party beneficiaries under this Addendum.
10. Up to five score reason codes, or if applicable, exclusion reasons, are provide to Subscriber with Classic Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Classic Scores, and may be disclosed to consumers as the reasons for talking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). However, the Classic Score itself is proprietary to Fair Isaac, may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applications or any other third party, except: 1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transaction when accompanied with its corresponding score reason codes; or 2) as clearly required by law. Subscriber will not publicly disseminate any results of the validations or other reports derived from the Classic Scores without Fair Isaac and Trans Union prior written consent.

Signature: _____ Title: _____ Date: _____



- 11. In the event Subscriber intends to provide Classic Scores to any agents, Subscriber may do so provided; however, that Subscriber first enters into a written agreement with such agent that is consistent with Subscriber's obligation under this Agreement. Moreover, such agreement with such agent shall contain the following obligation and acknowledgement of the agent: 1) Such agent shall utilize the Classic Scores for the sole benefit of Subscriber and shall not utilize the Classic Scores for any other purpose including for such agent's own purpose or benefit; 2) that the Classic Scores is proprietary to Fair Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair Isaac's prior written consent except d) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when complied with its corresponding score reason codes; or b) as clearly required by law; 3) such agent shall not use the Classic Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; 4) such agent shall not resell the Classic Scores; and 5) such agent shall not use the Classic Scores to create or maintain a database for itself or otherwise.

- 12. Subscriber acknowledges that the Classic Scores provided under this Agreement which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file.

- 13. Subscriber shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject.

- 14. The information including, without limitation, the consumer credit data, used in providing Classic Scores under this Agreement were obtained from sources considered to be reliable. However due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover in no event shall Trans Union, Fair Isaac, nor their officers, employees affiliated companies or bureaus, independent contractors or agents to be liable to subscriber for any claim, injury or damage suffered directly indirectly by Subscriber as a result of inaccuracy or incompleteness of such information used in providing Classic Scores under this Agreement and/or as a result of Subscriber's use of Classic Scores and/or other information or serviced under this Agreement

- 15. Fair Isaac, the developer of Classic Score, warrants that the scoring algorithms as delivered to Trans Union's and used in the computation of the Classic Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrable and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumer will repay their existing or future credit obligations satisfactory over the twenty four (24) months period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Classic uses a "prohibited basis" as that term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated there under. Classic provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Classic Scores indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24) months period following scoring relative to other individuals in Trans Union's database. The score may not appear on a credit report nor does it add to the information in the report on which it is based.

Signature: _____ Title: _____ Date: _____



15.1. THE WARRANTIES SET FORTH IN SECTION 15.1 ARE THE SOLE WARRANTIES MADE UNDER THIS ADDENDUM CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS AGREEMENT; AND NEITHER FAIR ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OTHER THAN AS SET FORTH IN THIS ADDENDUM. THE WARRANTIES AND REMEDIES SET FORTH SECTION 15.1 ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFIT OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

17. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO SUBSCRIBER, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SECTION 16, APPLY TO DAMAGES INCURRED BY TRANS UNION AND/FAIR ISAAC AS A RESULT OF: a) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM SUBSCRIBER'S BREACH, DIRECTLY OR THROUGH SUBSCRIBER'S AGENTS(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

18. ADDITIONALLY, NEITHER TRANS UNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED. IN NO EVENT SHALL TRANS UNION'S AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS ADDENDUM, BY SUBSCRIBER DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

19. This Addendum may be terminated automatically and without notice: 1) in the event of a breach of the provision of this Addendum by Subscriber; 2) in the event the Agreement(s) related to Classic between Trans Union, Fair Isaac and Reseller are terminated or expire; 3) in the event the requirement of any law, regulation or judicial action will not be met; and/or 4) the use of the Classic Service is the subject of litigation or threatened litigation by any governmental entity.

Signature: _____ Title: _____ Date: _____

FCRA REQUIREMENTS

Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We have included a copy of the FCRA with your membership kit. We suggest that you and your employees become familiar with the following sections in particular:

- § 604. Permissible Purposes of Reports
- § 607. Compliance Procedures
- § 615. Requirement on users of consumer reports
- § 616. Civil liability for willful noncompliance
- § 617. Civil liability for negligent noncompliance
- § 619. Obtaining information under false pretenses
- § 621. Administrative Enforcement
- § 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies
- § 628. Disposal of Records

Each of these sections is of direct consequence to users who obtain reports on consumers.

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

We strongly endorse the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate.

We support consumer reporting legislation that will assure fair and equitable treatment for all consumers and users of credit information.

Signature: _____ Title: _____ Date: _____



CREDIT SCORING SERVICES AGREEMENT MORTGAGE INDUSTRY PROCESSORS

All contracts between QC Credit Agency and Broker/Agent for the resale of the Scores and reason codes generated by the Experian/Fair, Isaac Model shall contain the following provisions, each of which is material.

- i. The Broker/Agent warranty that it has a 'permissible purpose' under the Fair Credit Reporting Act, as it may be amended from time to time, to obtain the information derived from Experian/Fair, Issac Model;
- ii. The Broker/Agent agreement to limit its use of the Scores and reason codes solely to use in its own business with no right to transfer or otherwise sell, license, sublicense or distribute said Scores or reason codes to thirds parties;
- iii. A requirement that each Broker/Agent 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;
- iv. Notwithstanding any contrary provision of this Broker/Agent Agreement, Broker/Agent may disclose the Sores provided to Broker/Agent under this Broker/Agent Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.
- v. A requirement that each Broker/Agent comply with all applicable laws and regulations in using the Scores and reasons codes purchased from QC Credit Agency;
- vi. A prohibition on the use by End User, its employees, agents or subcontractors, or the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions, Inc. or Fair, Isaac and Company, or the affiliates or either of them, or of any other party involved in the provision of the Experian/ Fair, Isaac Model without such entity's prior written consent;
- vii. A prohibition on any attempts by Broker/Agent in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian'/ Fair, Isaac in performing the Experian/Fair, Isaac Model;
- viii. A restatement of the warranty set forth in Section A hereof in its entirety; and
- ix. A provision limiting the aggregate liability of Experian/Fair, Isaac to each Broker/Agent to the lesser of the Fees paid by QC Credit Agency to Experian/Fair, Isaac pursuant to Section B of this Agreement for the Experian/Fair, Isaac Model resold to the pertinent Broker/Agent during the six (6) month period immediately preceding the Broker/Agent claim, or the fees paid by the pertinent Broker/Agent to QC Credit Agency under the Resale Contract during said six (6) month period, excluding any liability of Experian/Fair, Isaac for incidental, indirect, special or consequential damages of any kind.

Section A: Experian/Fair, Isaac warrants that the Experian/Fair, Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Experian/Fair, Isaac is applied is similar to the population sample on which the Experian/Fair, Isaac Model was developed, the Experian/Fair, Isaac Model score may be relied upon by Broker and/or End Users to rank consumers in the order of the risk of unsatisfactory payment such consumers might further warrants that so long as it provides the Experian/Fair, Isaac Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* THE FOREGOIN WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR, ISAAC MODEL HAVE GIVEN BROKER AND/OR END USERS WITH RESPECT TO THE EXPERIAN/FAIR ISAAC MODEL AND SUCH WARRRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXPERIAN/FAIR ISAAC MIGHT HAVE GIVEN BROKER AND/OR ENDE USERS WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Broker and each respective End User's rights under the foregoing warranty are expressly conditioned upon each respective End User's periodic revalidation of the Experian/Fair, Isaac Model.

Section B: In consideration of Experian/Fair, Isaac's performance Experian/Fair, Isaac Model will pay Experian/Fair, Isaac fees (the "Fees") as agreed upon in writing by Broker and Experian/Fair, Isaac from time to time.

Signature: _____ Title: _____ Date: _____

ACCESS SECURITY REQUIREMENTS

We must work together to protect the privacy and information of consumers. The following information security measures are designed to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to employ an outside service provider to assist you. Capitalized terms used herein have the meaning given in the Glossary attached hereto. The Credit Reporting Agency reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security.

In accessing the Credit Reporting Agency's services, you agree to follow these security requirements

1. Implement Strong Access Control Measures

- 1.1. Do not provide your Credit Reporting Agency Subscriber Codes or Passwords to anyone. No one from the Credit Reporting Agency will ever contact you and request your Subscriber Code or Password.
- 1.2. Proprietary or third party system access software must have Credit Reporting Agency Subscriber Codes or Passwords hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3. You must request your Subscriber Codes Passwords be changed immediately when:
 - any system access software is replaced by another system access software or is no longer used.
 - the hardware on which the software resides is upgraded, changed, or disposed of.
- 1.4. Protect Credit Reporting Agency Subscriber Codes or Passwords so that only key personnel know this sensitive information. unauthorized personnel should not have knowledge of your Credit Reporting Agency Subscriber Codes or Passwords
- 1.5. Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the Credit Reporting Agency's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6. Ensure that user IDs are not shared and that no Peer to Peer file sharing is enabled on these user's profiles.
- 1.7. Keep user passwords confidential
- 1.8. Develop strong passwords that are
 - not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters).
 - contain a minimum of seven (7) alpha/numeric characters for standard user accounts.
- 1.9. Implement password protected screensavers with a maximum fifteen (15) minutes timeout to protect unattended workstations.
- 1.10. Active logins to credit information systems must be configured with a 30 minutes inactive session, timeout.
- 1.11. Restrict the number of key personnel who have access
- 1.12. Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.13. Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.14. Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.15. After normal business hours, turn off and lock all devices or systems used to obtain credit information.

Signature: _____ Title: _____ Date: _____

- 1.16. Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

2. Maintain a Vulnerability Management Program

- 2.1. Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 2.2. Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3. Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
- Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
 - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
 - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4. Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
- Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
 - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
 - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
 - Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

3. Protect Data

- 3.1. Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2. All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3. Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4. Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- 3.5. Only open email attachments and links from trusted sources and after verifying legitimacy.

Signature: _____ Title: _____ Date: _____



4. Maintain an Information Security Policy

- 4.1. Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 4.2. Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 4.3. The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.4. Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

5. Build and Maintain a Secure Network

- 5.1. Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
- 5.2. Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 5.3. Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
- 5.4. Any stand alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
- 5.5. Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 5.6. Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

6. Regularly Monitor and Test Networks

- 6.1. Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- 6.2. Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access credit reporting agency systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
 - protecting against intrusions;
 - securing the computer systems and network devices;
 - and protecting against intrusions of operating systems or software.

Record Retention: *The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.*

“Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation.”

Signature: _____ Title: _____ Date: _____



GLOSSARY

TERM	DEFINITION
Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
Confidential	Very sensitive information. Disclosure could adversely impact your company.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
Information Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IP Address	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
Peer- to- Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.
Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
SSID	Part of the Wi-Fi Wireless LAN, a service set identifier (SSID) is a code that identifies each packet as part of that network. Wireless devices that communicate with each other share the same SSID.
Subscriber Code	Your seven digit credit reporting agency account number.
WEP Encryption	(Wired Equivalent Privacy) A part of the wireless networking standard intended to provide secure communication. The longer the key used, the stronger the encryption will be. Older technology reaching its end of life.
WPA	(Wi-Fi Protected Access) A part of the wireless networking standard that provides stronger authentication and more secure communications. Replaces WEP. Uses dynamic key encryption verses static as in WEP (key is constantly changing and thus more difficult to break than WEP).

Signature: _____ Title: _____ Date: _____

SAMPLE OF LETTER OF INTENT

****SAMPLE ONLY****

YOUR MORTGAGE COMPANY'S LETTERHEAD

575Tully Rd.

San Jose, CA 95135

(800) 222-3333

LETTER OF INTENT

Date:

To whom it may concern, we at _____, are using QC Credit Services for the purpose of pre-qualifying Home Buyers for a mortgage loan. We understand that we may not pull credit on borrowers for any other reason.

Sincerely,

Signature

Printed Name

Title

****SAMPLE ONLY****

*****PLEASE NOTE:** The above Letter of Intent is a **SAMPLE ONLY** and should be retyped onto your company's letterhead with your personal information at the top.

Signature: _____ Title: _____ Date: _____