

To: Credit Plus, Inc.

Compliance Department

Fax (800) 546-6584

Account Executive: Kim Motsinger Email: kim.motsinger@creditplus.com

Phone (800) 258-3488 Ext. 1569

From:

Company Name	Cornerstone
Contact Name	10035981
Phone Number	
Fax Number	
Contact for Physical Inspection *	
PI Contact Phone Number	

Required Documents Checklist:

- Executed User Service Agreement and Appendices (only pages 1-9 need be faxed)
- Copy of Business License or Articles of Incorporation
- Broker license
- Credit Card Authorization
- Copy of principal's driver's license (not required if incorporated more than 1 year)
- Copy of current office lease agreement or proof of ownership
- Copy of voided business banking check (in lieu of business banking reference)
- Phone Bill

*** Note** - Repository regulations require all end users accessing consumer credit data first pass a physical inspection conducted by a third-party inspection firm approved by each repository. This physical inspection is required regardless of lender size, location or years in business. A new inspection is required upon relocation.

Appendix A
 (Page 1 of 2)

Customer Profile (required)

Company Name				DBA									
Address				City		State		Zip					
Business Phone			Ext		Fax								
Billing Address				City		State		Zip					
Billing Phone			Ext		Fax								
Company Website Address													
Time in Business	Yrs		Mos		Office Location	Commercial	<input type="checkbox"/>	Residential	<input type="checkbox"/>	Time at Location	Yrs		Mos

 Do you own or lease the building in which you are located? (please check one) Own Lease

If lease: Landlord / Leasing Company: _____ Lease Date: _____ Term: _____ Contact: _____ Telephone _____

A COPY OF YOUR CURRENT LEASE IS REQUIRED IF YOU HAVE BEEN IN BUSINESS LESS THAN ONE YEAR.

Current Credit Provider	Loan Origination System
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Unless an Existing Credit Plus Customer

Corp Company Name (if applicable)	Phone	Ext	
Corp Address	City	State	Zip

Contact Information (required)
Primary Contact

Primary Contact Name	Title	
Phone	Ext	Email

Compliance Contact *(individual we can contact for additional information as needed to complete the sign-up process)*

Same as Primary	<input type="checkbox"/>	Name	Title
Phone	Ext	Email	

Billing Contact

Same as Primary	<input type="checkbox"/>	Name	Title
Phone	Ext	Email	

Type of Business (required)
(Please attach a copy of your business license including DBA or Proof of Affiliation as applicable)

<input type="checkbox"/> Corporation State: Date of Incorporation: <input type="checkbox"/> LLC State: Date of Organization:	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor Business License #: State: Date of Organization:	<input type="checkbox"/> Bank FDIC Number: <input type="checkbox"/> Credit Union Charter Number: Exp. Date:
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<input type="checkbox"/> Tax Exempt	Business Tax ID	<input type="checkbox"/> Other
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Nature of Business

Intended Use(s) of Credit Reports

Does the company currently resell or intend to resell information from the consumer credit report?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Business Information <i>(required)</i>

Scope of Business	<input type="checkbox"/> Local	<input type="checkbox"/> Regional	<input type="checkbox"/> National	
Anticipated monthly volume				

Business Banking Reference

Bank Name	Branch	Account Number	
Address	City	State	Zip
Bank Contact Name	Title		
Bank Phone	Ext	Fax	

Business Reference <i>(required)</i>

Reference Company Name	Account Number		
Address	City	State	Zip
Contact Name	Title		
Phone	Ext	Fax	

Current Credit Vendor Reference
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Credit Vendor Name	Account Number		
Contact Name	Title		
Phone	Ext	Fax	

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

Printed Name		Title
Printed Name		Title

1.0 The undersigned User hereby petitions Credit Plus, Inc. (“CPI”) to render service in accordance with its customary practices, for which User agrees to pay promptly on billing by CPI the fees provided herein. Payment terms are Net 30 days and are subject to credit approval. CPI may from time to time diminish or increase the charges to User by written notice mailed or delivered to User at its business address and in such event User agrees to pay the revised charges unless User shall terminate this agreement as hereinafter provided.

2.0 As a CPI Client you certify that your **permissible purpose** for ordering credit reports is:

- In connection with qualifying a mortgage applicant
- In connection with a tenant screening application involving the consumer
- Other – Describe:

3.0 Consumer Reports

- 3.1 User certifies that it will request consumer reports pursuant to procedures prescribed by CPI; and only for the permissible purpose certified above, and will use the reports obtained for no other purpose.
- 3.2 Except as provided for in paragraph “10”, User shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however that User 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.
- 3.3 Moreover, for scores obtained from TransUnion, Equifax Information Services, or Experian Information Solutions, User shall not disclose to consumers or any third party, any or all such scores provided under this Agreement, except as required by law or except as provided for in paragraph “10”.
- 3.4 User agrees that consumer reports on employees will not be requested. User will maintain copies of all consumer written authorizations for a minimum of five (5) years from the date of inquiry and provide CPI copies of such upon request.
- 3.5 User further agrees, as requested, to promptly furnish by telephone or in writing to CPI all required information covering transactions by the User and its consumers, and to:
- Indemnify CPI, TransUnion, Equifax Information Services, Experian Information Solutions, and each of the other Users and the officers and employees of each, jointly and severally, from any loss, damage, attorney's fees and costs arising from any claim or suit based on alleged violation of any provision of this agreement.

4.0 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; further subject to the right of CPI at any time and without prior notice, to terminate this agreement in event of any federal or state law or decision which affects the economic operation of CPI or any violation by User of any provision of this agreement, and further subject to the right of User at any time and without prior written notice, to terminate this agreement in event of increase in charges to the User, as provided herein.

- 5.0** No information furnished to User is guaranteed nor is CPI in any way responsible for such information. CPI 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 User. No promise, statement, representation or agreement made by any employee or other representative of CPI and not expressed in this agreement shall bind it contractually or otherwise to User.
- 6.0** User hereby agrees to comply with all policies and procedures instituted by CPI and required by CPI's consumer reporting vendors. CPI will give User as much notice as possible prior to the effective date of a new policy required in the future, but does not guarantee that reasonable notice will always be possible. User may terminate this agreement at any time after notification of a change in policy in the event User deems such compliance as not within its best interest.
- 7.0** User agrees that CPI and CPI's consumer reporting vendors shall have the right to audit records of User that are relevant to the provision of services set forth in this Agreement. User further agrees that it will respond within a requested time frame for information requested by CPI's consumer reporting vendors regarding information provided by such vendor. User understands that such vendor may suspend or terminate access to the vendor's information in the event User does not cooperate with such an investigation.
- 8.0** (a) Compliance to Federal, State, Local Statutes, Regulations and applicable Rules
- (b) User will implement strict security procedures
- 8.1 During the term of this Agreement, User agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation:
- FCRA, with any changes enacted to FCRA during the term of this Agreement
 - Gramm Leach Bliley Act and its implementing regulations
 - Any state or local laws governing the disclosure of consumer credit information
 - Any regulations or limitations promulgated by CPI's consumer reporting vendors
- 8.2 Without limiting the foregoing, CPI may from time to time notify User of new additional, updated or new requirements relating to such laws.
- Compliance with which will be a condition of CPI's continued provision of the credit information to User
 - User shall utilize training materials to train and educate its employees in proper security procedures consistent with industry standards.
 - In addition, such new requirements might require price increases.
- 8.3 User agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from CPI.
- Such requirements shall be incorporated into this Agreement by this reference.
- 8.4 User understands and agrees that CPI may require evidence, including a certification that User understands and will comply with applicable laws.
- 8.5 User will implement strict security procedures designed to ensure that User's employees and users use the services and the credit information in accordance with this Agreement and for no purposes other than as permitted by this Agreement.

- 8.6 User 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 User's employees and users who agree to act in accordance with the terms of this Agreement and applicable law.
- 8.7 User will inform User's employees and users to whom any credit information is disclosed of the provisions of this Agreement.
- 8.8 User agrees to indemnify CPI for any claims or losses incurred by CPI as a result of the misuse of the services or the credit information by User or User's affiliates, employees, agents, subcontractors or users in violation of this Agreement.

9.0 Notification of any breach of security of consumer reporting data

- 9.1 User shall notify CPI of any 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.
- 9.2 In the event of such a breach, User agrees to cooperate with CPI and with CPI'S consumer reporting vendors in any investigation relating thereto. The nature and timing of any notifications required herein shall be under the control of CPI's consumer reporting vendors, unless otherwise required by law.
- 9.3 In the event the breach is determined by CPI's consumer reporting vendors to be within the control of User: (1) User shall provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one year in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft from at least one of the national consumer credit reporting bureaus, and (2) CPI's consumer reporting vendors and CPI may assess User an expense recovery fee.

10.0 If approved by CPI and CPI's consumer reporting vendors, User may deliver the consumer credit information to a third party, secondary user with which User has an ongoing business relationship for the permissible use of such information. CPI's consumer reporting vendors may charge a fee for the subsequent delivery to secondary users.

11.0 User agrees that CPI may verify, through audit or otherwise, that User 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. CPI may utilize a third party vendor to perform an on-site inspection of User's business, and User agrees to allow access to such third party.

12.0 To assure FCRA Compliance, User will be required to pass a Physical Inspection of the business premises. The User will be charged for the cost of the inspection. In addition, User agrees to notify CPI of any change of ownership or control fifteen days prior to any such change. CPI may require the new ownership to re-apply for the services provided for herein and may require, at User's expense, a new physical inspection in the event the office location is changed.

13.0 User hereby authorizes CPI to provide copies of any information regarding User to CPI's consumer reporting vendors.

14.0 User agrees that CPI may monitor User on an ongoing basis to determine User's compliance with applicable law and the provisions of this Agreement. In the event CPI determines that User is not in compliance with applicable law or this Agreement, CPI may immediately discontinue services under

this Agreement. User shall remain responsible for the payment for any services provided to User by CPI prior to any such discontinuance.

- 15.0** CPI will provide, and User will utilize training materials in order for User to comply with the federal Fair Credit Reporting Act and with the policies and procedures required by CPI's consumer reporting vendors as referenced in Appendix B and Access Security Requirements.
- 16.0** User acknowledges that 15 U.S.C. §1681 et seq. also requires certain other responsibilities of Users of consumer reports from consumer reporting agencies.
- See attached responsibilities (and made a part hereof) as Appendix "B" to this Agreement.
 - User acknowledges that it is not one of the businesses listed in Appendix "C".
- 17.0** User understands and agrees that basic consumer credit information delivered to User by CPI is obtained from TransUnion, Equifax Information Services, or Experian Information Solutions; each of which impose different conditions on the acquisition, use and disposal of such information.
- User agrees to abide by the terms and conditions of Appendices "D-1", "D-2" "E-1", "E-2" and "F" containing such conditions.
- 18.0** User acknowledges additional responsibilities and guidelines regarding credit scores included with consumer reports provided by CPI as Appendix "G".
- 19.0** User agrees to abide by Section 1785.14(a) of the California Civil Code included in Appendix "H".
- 20.0** User agrees to abide by Vermont Fair Credit Reporting Statute, 9 V.S.A. in Appendix "I".
- 21.0** User agrees to fully support and implement policies that protect the confidential nature of information furnished by and through CPI and insure respect for consumers' rights to privacy. User will subscribe to the Access Security Requirements furnished on Appendix "J" and will make all employees who access credit aware of these policies.
- 22.0** OFAC Alert is an information service that is 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, User certifies it will not use any information provided through the OFAC Alert Service as part of its decision-making process for determining the consumer's eligibility for any credit products or other products, benefits (including the opportunity to rent a dwelling) or services applied for. User 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 User further certifies that upon receipt of an OFAC Alert, it will 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 User.
- 23.0** User agrees that it will properly dispose of all consumer information. "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. User shall comply with all applicable state laws regarding consumer credit or consumer identity protection.

- 24.0** User shall pay all attorney fees, court costs, ADR fees, finance charges (1.5% per month of all invoices 30 days or more delinquent) and collection costs incurred by CPI for collecting any delinquent account hereunder, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be paid reasonable attorney fees and court costs for trial, appeal, and/or bankruptcy or similar proceeding. In addition, any other recovery to which the prevailing party is entitled shall be paid. If User fails to pay as agreed CPI has permission to send a draft for payment to User's bank. User agrees to pay for all additional services that may be requested through CPI.
- 25.0** 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, and principal-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.
- 26.0** User and CPI 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 CPI, the third party benefit to TransUnion LLC, Equifax Information Services LLC 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 TransUnion LLC, 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.
- 27.0** Due to the special and unique purposes of this Agreement, neither this Agreement nor any rights or obligations in it are assignable by User without the prior written consent of CPI. Consent will not be unreasonably withheld. Any dissolution, merger, consolidation or other reorganization of User, the sale or other transfer of all or substantially all of the assets or properties of User, or the sale or other transfer of a controlling percentage of the corporate stock of User, 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.
- 28.0** 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.
- 29.0** 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.

30.0 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.

31.0 This Agreement, including the Appendices A-J and Exhibits hereto, which are expressly incorporated into it and which are available at <http://www.creditplus.com/site/user/files/41/appendices.pdf> constitutes the entire Agreement between the parties and supersedes and cancels any and all prior agreements between the parties relating to the subject matter. No changes in this Agreement may be made except in writing signed by both parties.

Initial _____

32.0 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.

33.0 This agreement shall be governed by and construed under the laws of the State of Maryland. You irrevocably consent to the jurisdiction and venue of the State court located in Wicomico County, in the state of Maryland and hereby waives 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.

34.0 Upon acceptance of the company listed below as a subscriber to Credit Plus, Inc., the undersigned hereby agrees that any and all information regarding this account and all services provided by Credit Plus, Inc. including pricing will be kept strictly confidential; and will not be disclosed to any third parties without the expressed written consent of Credit Plus, Inc.

35.0 The undersigned, in consideration of the acceptance of said company as a subscriber to Credit Plus, Inc., hereby jointly and severally guarantees unconditionally the payment of all amounts which may be owed Credit Plus, Inc. including late fees; attorney and or collection expenses as provided for in the service agreement without the need for Credit Plus, Inc. to first pursue the below named company.

36.0 Guarantor hereby gives his/her consent to Credit Plus, 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. Further, the undersigned agrees to individually and personally guarantee payment of all fees and charges owed to Credit Plus, Inc. Guarantor irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Wicomico County, Salisbury, Maryland, with respect to all disputes in connection with this Guaranty.

37.0 The person signing below certifies, represents and warrants that he or she is duly authorized to bind the Company set forth below, to the terms, conditions and certifications of this Agreement; and:

- Has direct knowledge of the facts certified in this Agreement
- Has direct knowledge of the information set forth in the accompanying User Profile,

- Is authorized and hereby consents for User to receive faxes, including, but not limited to fax advertisements, sent by or on behalf of Credit Plus, Inc. and its affiliates to the fax number(s) indicated herein.

The person signing below also authorizes User's creditors to treat a photocopy or facsimile of such person's signature as if it were an original, and accept such photocopy or facsimile signature as authorization to release credit information to Credit Plus Inc. telephonically.

- A copy of the Customer Profile is attached hereto as Appendix "A".

Dated this _____ day of _____ 20__

User (Company Name)

CREDIT PLUS, INC

**Signature of Owner, Officer, or Authorized Representative
(Individual and Representative Capacity)**

Signature

Printed Name

Printed Name

Title

Title

Guarantors/ Principals hereby give his/her consent to Credit Plus, 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.

Name					Company			
Home Address				City			State	Zip
SSN			Date			Signature		