

Advanced Reporting

P.O. Box 12398 □ Salem, OR 97309
503.375.0451 □ Toll Free 1.888.375.0451
Fax 503.364.0195 □ Toll Free Fax 1.877.450.2774
www.advrep.com

Professional Background Screening Services

CLIENT APPLICATION

Important: All information must be completed in its entirety. Please type or print clearly and legibly to help assure accurate and timely processing.

APPLICANT PROFILE

Business Name: _____

EIN: _____

Current Address (street): _____ **Current Address** (mailing): _____

City: _____ City: _____

State: _____ Zip: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Prev. Address: (street) _____ City: _____ State: _____ Zip: _____

How Long at Current Address?: _____ How Long in this Business?: _____

Type of Business: (describe types of services rendered/products sold _____

Estimated Number of Reports per Month: _____

Is Applicant Business Licensed?: **Yes** _____ **No** _____ Type of Business License: _____

Issuing Agency: _____ Date Issued: _____ Lic. #: _____

AFFILIATED/PARENT COMPANY

Affiliated/Parent Company Name: _____

Contact Name: _____

Title: _____ Phone Number: _____

Company _____

Address: (street) _____ City: _____ State: _____ Zip: _____

Is applicant doing business under other name(s)?: **Yes** **No**

If yes, please attach a complete list including the address(es) and names of managers of those organizations.

ORGANIZATIONAL STRUCTURE

Type of Entity: Sole Proprietor Partnership Corporation Limited Liability Corp.

Other (identify): _____

PRINCIPALS (Owners, Partners, Corporate Officers, or Limited Liability Corp. Managers/Principal Members)

Name: _____ Name: _____

Title: _____ Title: _____

Date of Birth: _____ Date of Birth: _____

BANK REFERENCE (Name of bank which maintains business checking account)

Bank Name: _____

Business Checking Account Number: _____ Phone: _____

Address:(street) _____

City: _____ State: _____ Zip: _____

PRINCIPAL OF THE COMPANY

I certify that I am a principal of the applicant company and have vested in me the authority to submit this application to Advanced Reporting. I further certify that the above and any attached information and documents are accurate. I hereby authorize the above references to release information to Advanced Reporting. I understand that the information provided below will be used to obtain a consumer credit report, and my personal creditworthiness may be considered when making a decision to grant the applicant business an account with Advanced Reporting.

Principal: _____

Title/Position: _____ Phone _____

Soc. Sec. No. _____ Date of Birth _____

Residence Address:(street) _____

Home Phone _____ City: _____ State _____ Zip: _____

Signature: X _____ Date: _____

FOR ADVANCED REPORTING USE ONLY

Date Received: __ / __ / __ Date Credit Report(s) Requested: __ / __ / __ Date References Checked: __ / __ / __

Date Action Taken On Application: __ / __ / __ Action Taken: Approved Declined

Application Processed By: _____

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MORTGAGE CREDIT REPORTING SERVICE AGREEMENT

Date: _____

Agency: Advanced Reporting
451 Division St NE
PO Box 12398
Salem, OR 97309

Subscriber: _____

This Agreement is between Advanced Reporting (“Agency”), an Oregon corporation, and the subscriber identified above (“Subscriber”). Subscriber understands that Agency provides consumer information and is regulated by laws that both Agency and Subscriber must comply with.

1. Services Provided; Price.

Agency will provide credit bureau criminal history
 reference check services as specified on the Service and Price List attached to this Agreement as Exhibit A. Consumer information provided by Agency is a “consumer report” as defined by the Fair Credit Reporting Act. Subscriber will pay Agency the prices specified on the Service and Price List. Agency will provide Subscriber with a monthly statement showing all services provided and the balance due. Amounts not paid within 30 days after the statement date will bear interest at the rate of 9%.

2. Use of Information.

a. Subscriber certifies that consumer information will be ordered only for use in establishing the subject consumer’s eligibility for a rental transaction between Subscriber and the subject consumer. Subscriber shall request Information only for Subscriber’s exclusive use. Subscriber shall hold all consumer information in strict confidence, except to the extent that disclosure to others is required or permitted by law. Subscriber shall designate employees or representatives who are authorized to request reports from Agency and shall maintain access security procedures to ensure that only authorized users request reports. Agency may refuse to provide reports requested by someone who is not authorized. Subscriber will not disclose consumer information to the subject of the information except where permitted by law. Subscriber also agrees not to disclose the information in whole or in part to any third party, in compliance with the provisions of the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq.

b. Subscriber certifies that it is engaged in the business of _____

c. Subscriber certifies that the consumer information will be used only for the following specific purpose(s): _____

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3. Indemnification.

Subscriber agrees to indemnify, defend and hold Agency and all its agents harmless on account of any expense or damage resulting from the publishing or any other disclosure contrary to the requirements of the Fair Credit Reporting Act or resulting from the breach of any of the warranties or representations made by Subscriber as part of this Agreement.

4. Release.

Subscriber recognizes that information is secured by and through fallible human sources and that Agency does not insure the accuracy of the information. Subscriber releases Agency and its agents, employees, and independent contractors from any liability (including for any negligence) in connection with the preparation of such reports and from any loss or expense suffered by Subscriber resulting directly or indirectly from using Agency's reports.

5. Reports Obtained Under False Pretenses.

Subscriber recognizes and understands that the Fair Credit Reporting Act provides that anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as Agency) under false pretenses shall be fined not more than \$5,000.00 or imprisoned not more than one year, or both. Subscriber agrees that it has or will adopt policies and procedures to ensure that its employees and agents do not request any consumer report from Agency except for the purposes and under the conditions outlined in this Agreement. Subscriber shall forbid its employees from obtaining reports on themselves, associates or any other persons except in the exercise of their official duties.

6. Termination.

Either party may terminate this Agreement by providing the other with written notice at the address specified above or such other address as the parties may designate. Subscriber's obligations, warranties and representations in effect at the time of termination will remain in full force and effect, including the obligation to defend, indemnify and hold Agency harmless and keep confidential the information received by Subscriber.

7. Furnishing of Information to Agency.

Subscriber agrees to furnish Agency, without charge, written, oral or automated information giving the following data:

- a. The names and addresses of customers whose accounts have been restrained or closed by Subscriber (and the reasons therefor; or placed for collection; or charged off as a loss).
- b. Information on active and inactive accounts and any pertinent other information to make Agency's files more complete, immediately when requested by Agency.
- c. Pertinent information on present or former employees as may be requested by Agency.

Subscriber agrees to investigate promptly any claim by a consumer that any information Subscriber has provided is inaccurate, and to comply with all other duties imposed by law on providers of consumer credit information.

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8. Records Retention and Auditing.

This section is applicable only to Subscribers using the “Xpert Client” software package. “Xpert Client” Subscriber agrees maintain on file for a period of twenty-four (24) months, a signed statement of Permissible Purpose on each credit report obtained using the “Xpert Client” software. Upon request of Agency, Subscriber shall provide Agency with a copy of the signed statement of Permissible Purpose within three (3) business days of the request. Agency and its authorized agents shall be permitted to enter the Subscribers premises to inspect any records or files related to the Subscriber’s use of the “Xpert Client” software at any time during business hours.

9. Entire Agreement; Governing Law.

This Agreement constitutes the entire agreement, understandings, and conditions of reporting between Agency and Subscriber, and supersedes any previous agreements or understandings between the parties. This Agreement can only be amended in writing signed by both parties. This Agreement shall be governed by and interpreted in accordance with the law of Oregon.

SUBSCRIBER:

AGENCY:

ADVANCED REPORTING

By: _____

By: _____

Title: _____

Title: _____

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BUREAU RAPID RESCORE PROCESS ADDENDUM

This Addendum amends the Agreement between _____
("Subscriber") and Advanced Reporting ("Agency") dated _____.
The Agreement, is amended with the following additional terms and conditions as required by the
Credit Reporting Bureaus.

Bureau Rapid Rescore Process. Subscriber agrees that it shall use the Bureau Rapid Rescore
Process (The Process) only in cases of urgent mortgage applications where the file must be
changed in less than 72 hours. The Process is not intended to by-pass the normal consumer
assistance process. Subscriber will submit only items reasonable believed to be a valid dispute,
and comply with all federal, state and local laws and regulations applicable to subscriber's use of
The Process. **SUBSCRIBER AGREES THAT IT WILL NOT CHARGE BACK TO THE CONSUMER,
EITHER DIRECTLY OR INDIRECTLY, ANY COSTS OR FEES CHARGED FOR THE SERVICE
UNDER ANY CIRCUMSTANCE.**

SUBSCRIBER:

By: _____
Title: _____
Date: _____

AGENCY:

ADVANCED REPORTING

By _____
Title: _____
Date: _____

**MORTGAGE CREDIT REPORTING SERVICE AGREEMENT
RISK SCORE SERVICES ADDENDUM**

Date: _____

Agency: Advanced Reporting
451 Division St NE
PO Box 12398
Salem, OR 97302

Subscriber: _____

This Addendum is between Advanced Reporting (“Agency”), an Oregon corporation, and the subscriber identified above (“Subscriber”). Subscriber understands that Agency provides consumer information and is regulated by laws that both Agency and Subscriber must comply with.

RISK SCORE SERVICES

1. Based on an agreement with Trans Union LLC (“Trans Union”) and Fair Isaac Corporation (“Fair Isaac”) (“Reseller Agreement”), Reseller has access to a unique and proprietary statistical credit scoring service jointly offered by Trans Union and Fair Isaac which evaluates certain information in the credit reports of individual consumers from Trans Union’s data base (“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) month period following scoring (the “Classic Score”).
2. Subscriber, from time to time, may desire to obtain Classic Scores from Trans Union via an on-line mode in connection with consumer credit reports.
3. Subscriber has previously represented and now, again represents that it is in the business of **Mortgage Lending** and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681 b) including, without limitation, all amendments thereto (FCRA”).
4. Subscriber certifies that it will request Classic Scores 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 the 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 just 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 provided to Subscriber with Classic Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Classic Score, and may be disclosed to consumers as the reasons for taking 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 applicants or any other third party, except: (1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions 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’s prior written consent
11. In the event Subscriber intends to provide Classic Scores to any agent, Subscriber may do so provided, however, that Subscriber first enters into a written agreement with such agent that is consistent with Subscriber’s obligations under this Agreement. Moreover, such agreement between Subscriber and such agent shall contain the following obligations and acknowledgments 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 purposes or benefit; (2) That the Classic Score 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 (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied 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 may 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 be liable to Subscriber for any claim,

injury or damage suffered directly or indirectly by Subscriber as a result of the 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 any other information or serviced provided under this Agreement.

- 15.1 Fair Isaac, the developer of Classic, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Classic Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month 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 Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.
- 15.2 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 ISMC 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 IN 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 PROFITS 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/OR 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 AGENT(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 ACCRUED. 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) MONTH 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 provisions 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 requirements of any law, regulation or judicial action are not met, (4) as a result of changes in laws, regulations or regulatory or judicial action, that the requirements of any law, regulation or judicial action will not be met; and/or (5) the use of the Classic Service is the subject of litigation or threatened litigation by any governmental entity.

SUBSCRIBER:

**AGENCY:
ADVANCED REPORTING**

By: _____

By: _____

Title: _____

Title: _____