

FDIC/NCUA Agreement

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

- 1. Complete the attached application online using the tab key to navigate between fields. It takes approximately twelve minutes to complete. Please note the repositories require that the application be completed in its entirety; incomplete requests will delay your approval.
- 2. ✓ Print, then sign or initial pages 1-10 of the application as indicated attaching copies of;
 - □ Your mortgage banker, broker, real estate or appropriate business license.
 - Sample yellow pages listing or copy of your phone bill listing the company name, address and phone number.
 - □ Copy of your commercial lease or proof of building ownership.
 - Voided, pre-printed company check (verification of a commercial checking account.)
 - □ Copy of the signors drivers' license, passport or government issued ID (a repository and FACTA requirement to confirm requester's identity.)
- 3. Fax the completed and signed application (pages 1-10 and supporting documents) to **800.473.7409** or scan and email to **Compliance@CreditTechnologies.com**

Shortly after CTI receives your application, you'll receive a confirmation email. If all required documentation is provided, you should receive your contingent approval in approximately 24 hours. Your account will be activated after completion and final review of the physical inspection. You will typically be contacted by the inspection firm within 72 hours.

A CTI team member will then contact you to walk you through the system or you can contact us directly. You will also receive an invitation to our free online training that is guaranteed to provide each member of your staff the tools, tactics and training needed to generate more closings and referrals.

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

Questions? Please call 800.445.4922 and we will answer any questions you may have.

Thank you for choosing Credit Technologies. We look forward to helping you close more loans.



Membership Application & Agreement

Notice to users of Consumer Reports Congress limited the use of consumer reports to protect consumer's privacy. All users must have permissible purpose under the FCRA to obtain a consumer credit report. Your execution of this application confirms your review of FCRA section 604 (available at <u>fcra.gov</u>) that identifies the permissible purposes under the law and your agreement to access Credit Technologies only for permissible purposes identified below.

Company Name						
Other Business Name(s) or DBA						
Type of business (services offered)						
Physical Address	City	StateZip				
Address Type	Tax ID # (FEIN)	NMLS#				
Ph#Fax#	email					
Prior address (if less than 2 Yr at cur	rrent)					
Гуре of Entity	Years in business	_ Area of Operation				
Number of employees at this location	nNumber of branches	Total Employees				
Primary Contact Name	email Tit	tle Mobile				
Billing Name	email	Billing Ph#				
Business License / FDIC# Do you share office space with another business?						
If yes, please provide business name and type						
Have you ever had access to credit services suspended, denied or terminated?						
If yes, please explain						
The specific permissible purpose credit data will be used						
FNMA DO/DU Access? I	FMAC LP Access? If yes, p	provide TPO# or SSID#				
oan Origination Software Est. Monthly Utilization						
How did you learn of Credit Techno	logies?					



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

Current credit reporting supplier		Phone	
Current Landlord	Phone#	Contact	
Banking	Phone#	Contact	
Vendor:	Phone#	Contact	

AGREEMENT

- 1. The undersigned Applicant hereby petitions Credit Technologies, Inc. ("CTI") to render service in accordance with its customary practices, for which Applicant agrees to pay promptly on billing by CTI.
- 2. Applicant hereby agrees, represents and warrants that it will use the services of CTI, in accordance with all provisions of 15 U.S.C. §7681 *et seq.* ("FCRA") and that services will be requested only for the Applicant's exclusive use. Applicant further certifies that consumer reports will be ordered and used only in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or to review of an account of the consumer, even though otherwise permitted by law.
- 3. Applicant certifies that it will request consumer reports pursuant to procedures prescribed by CTI and only for the permissible purpose certified above, and will use the reports obtained for no other purpose. Applicant shall use each consumer report only for a one-time use and shall hold the report in strict confidence. Applicant shall maintain written proof of permissible purpose for all inquiries for a minimum of five (5) years from the date of inquiry and provide CTI copies of such upon request and to indemnify CTI, Trans Union, Equifax Information Services, Experian Information Solutions, and each of the other Applicants 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. This Agreement shall continue in force without any fixed date of termination, subject to cancellation by either party upon ten (10) days prior written notice mailed or delivered to the office of the other party. CTI shall have the right to terminate this agreement at any time and without prior notice in event of any or any violation by Applicant of any provision of this Agreement; violation of State or Federal law; and/or action which adversely affects the economic operation of CTI.
- 5. No information furnished to Applicant is guaranteed nor is CTI in any way responsible for such information. CTI shall not be responsible or liable for any loss caused by neglect or act of any of its servants, agents, attorneys, clerks or employees in procuring, collecting and communicating any information furnished by or to Applicant. No promise, statement, representation or agreement made by any employee or other representative of CTI and not expressed in this Agreement shall bind it contractually or otherwise to Applicant.
- 6. Applicant agrees to fully support and implement policies that protect the confidential nature of information furnished by and through CTI and insure respect for consumers' rights to privacy. Applicant will take all reasonable precautions to restrict the ability to obtain credit information to key personnel; safeguard access to credit software; safeguard access to websites where credit information can be obtained; protect Applicant identification and passwords; and will properly destroy hard copies and electronic files of consumer credit information when no longer needed.
- 7. Applicant hereby agrees to comply with all policies and procedures instituted by CTI and required by CTI's consumer reporting vendors contained in this agreement. CTI will give Applicant as much notice as possible prior to the effective date of any such new policies, but does not guarantee that reasonable notice will be possible. Applicant may terminate this agreement at any time after notification of a change in policy in the event Applicant deems such compliance as not within its best interest.



- 8. Applicant agrees that CTI and CTI's consumer reporting vendors shall have the right to audit records of Applicant that are relevant to the provision of services set forth in this Agreement. Applicant further agrees that it will respond within 3 business days to any request for information by CTI's consumer reporting vendors. Applicant understands that such vendor may suspend or terminate access to the vendor's information in the event Applicant does not cooperate with any such an investigation.
- 9. During the term of this Agreement, Applicant agrees to comply with all Federal, State and Local statutes, regulations and rules applicable to it, including, without limitation the FCRA, with any changes enacted to FCRA during the term of this Agreement, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by CTI's consumer reporting vendors. Applicant further agrees to comply with CTI's "Access Security Requirements" attached hereto and made a part hereof.
- 10. Without limiting the foregoing, CTI may from time to time notify Applicant of new, updated or additional requirements relating to such laws, compliance with which will be a condition of CTI's continued provision of the credit information to Applicant, and Applicant shall train and educate its employees in proper security procedures consistent with industry standards. In addition, such new requirements might require price increases. Applicant agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from CTI and such requirements shall be incorporated into this Agreement by this reference. Applicant understands and agrees that CTI may require evidence, including a certification that Applicant understands and will comply with applicable laws.
- 11. Applicant will implement strict security procedures designed to ensure that Applicant's employees use the services and information in accordance with this Agreement and for no purposes other than as permitted by this Agreement. Applicant will treat and hold the services and the credit information in strict confidence and will restrict access to the services and the credit information to Applicant's employees and applicants who agree to act in accordance with the terms of this Agreement and applicable law. Applicant will inform Applicant's employees and applicants to whom any credit information is disclosed of the provisions of this Agreement. Applicant agrees to indemnify and protect CTI and its consumer reporting vendors from any claims or losses incurred by CTI or its consumer reporting vendors as a result of the misuse, improper or unauthorized access (including data breach) to the services or credit information by Applicant or Applicant's affiliates, employees, agents or subcontractors.
- 12. Applicant shall notify CTI of any breach or suspected breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been acquired by an unauthorized person within 24 hours following discovery thereof.
- 13. If approved by CTI and CTI's consumer reporting vendors, Applicant may deliver the consumer credit information to a third party, secondary Applicant with which Applicant has an ongoing business relationship (and with which CTI has a Applicant relationship) for the permissible use of such information. CTI's consumer reporting vendors may charge a fee for the subsequent delivery to secondary Applicants.
- 14. Applicant agrees that CTI may verify, through audit or otherwise, that Applicant is in fact the end-user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity. Applicant understands that costs associated with credit rescoring are the sole responsibility of the Applicant and Federal Law and repository restrictions prohibit the passing along of rescoring fees to the consumer either directly or indirectly. CTI will utilize a third party vendor to perform an on-site inspection of Applicant's physical location. Applicant agrees to allow access and is responsible for the associated costs.
- 15. Applicant will utilize appropriate training and training materials in order for Applicant to comply with the Federal Fair Credit Reporting Act and all applicable State and Federal requirements and with the policies required by CTI's consumer reporting vendors.
- 16. Applicant understands and agrees that consumer repository credit information delivered to Applicant by CTI is prepared by and obtained through Trans Union, Equifax Information Services, and/or Experian Information Solutions, each of which impose different conditions on the acquisition, use and disposal of such information. In addition, 15 U.S.C. 1681 *et seq.* also requires certain other responsibilities of Applicants of consumer reports from consumer reporting agencies. Those responsibilities are attached (and made a part hereof) as Exhibits A-G of this Agreement. Applicant agrees to abide by the terms and conditions of the Exhibits A-G available at http://CreditTechnologies.com/Join_Now.asp, which are explicitly made a part hereof.



- 17. Applicant agrees that it will properly dispose of all consumer information in compliance with Federal law and as defined in the included exhibits. "Consumer Information", as used herein, shall mean any record (or compilation thereof) about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Applicant understands and agrees that CTI may monitor, record and store all communications for compliance and quality control purposes.
- 18. Applicant agrees to pay for all services requested through CTI. Applicant understands and agrees that account invoices are issued monthly and are due and payable upon receipt. Any balance unpaid after 30 days of invoice is subject to a late fee of \$15.00 or 1.5%, whichever is greater. Accounts 30 days delinquent, or those exceeding established credit limits may be placed on credit hold. Accounts with monthly services less than \$50.00 per month incur a \$25.00 monthly account maintenance fee.
- 19. Credit Technologies may, from time to time, report client and or guarantor account history information to credit reporting or collection agencies including but not limited to, Experian, Equifax, Trans Union and or Dunn & Bradstreet and the National Credit Reporting Association. CTI may from time to time diminish or increase the charges to Applicant upon thirty days' written notice. In such event Applicant agrees to pay to revised charges unless Applicant terminates this agreement in writing.
- 20. In the event of any litigation or other action involving this Agreement, CTI shall be paid reasonable attorney fees and court costs for trial, appeal, and/or bankruptcy or similar proceeding including ADR fees, and witness/travel expenses incurred by CTI whether or not litigation is instituted. In addition, any other recovery to which the CTI is entitled shall be paid. If applicant fails to pay as agreed, applicant provides CTI permission to ACH draft payment to Applicant's bank or charge the credit card on file.
- 21. Each party to this Agreement is an independent contractor, and nothing contained in this Agreement may be construed as creating a joint venture, partnership, licensor-licensee, principle-agent or mutual agency relationship between or among the parties. No party, by virtue of this Agreement, has any right or power to create any obligation, express or implied, on behalf of any other party. No party, or employee of any party, will be deemed to be an employee of another party by virtue of this Agreement.
- 22. Applicant and CTI acknowledge and intend that this Agreement was entered into for the respective benefit of each of them and their respective successors and assigns, and, in consideration of their reporting information to CTI, the third party benefit to Trans Union LLC, Equifax Information Services LLC and Experian Information Solutions Inc. Nothing in this Agreement will be construed as giving any other person, firm, corporation or other entity, other than the parties to this Agreement and their respective successors and permitted assigns and Trans Union LLC, Equifax Information Services LLC and Experian Information Solutions Inc., any right, remedy or claim under or in respect of this Agreement or any of its provisions.
- 23. Due to the special and unique purposes of this Agreement, neither this Agreement nor any rights or obligations in it are assignable by Applicant without the prior written consent of CTI. Consent will not be unreasonably withheld. Any dissolution, merger, consolidation or other reorganization of Applicant; the sale or other transfer of all or substantially all of the assets or properties of Applicant or the sale or other transfer of a controlling percentage of the corporate stock of Applicant constitutes an assignment of this Agreement for all purposes of this paragraph. The term "controlling percentage," for the purpose of this paragraph, means the ownership of stock possessing, and of the right to exercise, at least fifty percent (50%) of the total combined voting power of any class or all classes of stock of such a party, issued, outstanding and entitled to vote for the election of directors, whether that ownership is direct or indirect. Applicant agrees to notify CTI of any change of ownership or control fifteen days prior to any such change. CTI may require the new ownership to re-apply for the services provided for herein and may require a new physical inspection in the event the office location is changed.
- 24. Notwithstanding any provision to the contrary, no party to this Agreement will be liable to the other party for any delay or interruption in performance of any obligation resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes, or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause, if the delay or interruption in performance is beyond its reasonable control.
- 25. Applicant shall indemnify, defend, and hold harmless CTI and its representatives, successors and permitted assigns from and against any and all claims or legal actions of whatever kind or nature that are made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation, defense or settlement, which arise out of, are alleged to arise out of, or relate to the following: (a) any negligent act or omission or willful misconduct by Applicant, its representatives or any subcontractor engaged by Applicant in the performance of Applicant's obligations under this Agreement; or (b) any breach in a representation, covenant or obligation of Applicant contained in this Agreement.
- 26. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that holding will not invalidate or render unenforceable any other provision of this Agreement.



- 27. Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act of any party will not constitute a waiver of the rights of that party to enforce those rights and remedies with respect to any other or subsequent act or failure to act.
- 28. This Agreement, including Exhibits which are expressly incorporated into it, constitutes the entire Agreement between the parties and supersedes and cancels any and all prior agreement between the parties relating to the subject matter. No changes in this Agreement may be made except in writing signed by both parties. A copy of this agreement may be accepted as an original.
- 29. This agreement shall be governed by and construed under the laws of the State of Michigan. You irrevocably consent to the jurisdiction and venue of the State court located in Oakland County in the state of Michigan, and hereby waive any claim or defense that such forum is not convenient or lacks jurisdiction. Any dispute resulting in legal action must be brought within two (2) years after the believed claim or cause of action arises.

15 U.S.C. 1681 *et seq.* Provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under title 18, united states code, imprisoned not more than two years, or both.

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

Accepted by,	
Applicant (Company Name)	Credit Technologies, Inc. 50481 W. Pontiac Trail Wixom, Michigan 48393-2028
Address	
City, St. Zip	
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date



Addendum B

Credit Scoring Agreement

Client ("End User") warrants that it has an Agreement for service and an account in good standing with Credit Technologies, Inc. ("CTI") for permissible purpose under the Fair Credit Reporting Act to obtain the information in a Fair Isaac Credit Repository Score(s) (Empirica, FICO, Beacon) and their reason codes. End User certifies that all scores and reason codes whether oral or written shall be maintained by the applicant in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purpose for which the report is requested and will not sell or otherwise distribute to third parties any information received there under, except as otherwise required by law.

Unless explicitly authorized in this Agreement or in a separate agreement, between Broker and End User, for scores obtained from credit repository, or as explicitly otherwise authorized in advance and in writing by credit repository through CTI, End User shall not disclose to consumers or any third party, any not all such scores provided under this Agreement, unless clearly required by law. Reason codes may be utilized to assist in preparing an adverse action (denial letter) to consumer. End User shall comply with all applicable laws and regulations in using the Scores and reason codes.

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

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

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

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

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



Addendum C

Access Security Requirements and Secondary Use Restrictions and Requirements

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

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

U.S.C. **?681** *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.



Credit Report Authorization – FDIC/NCUA Application

FACTA and repository requirements mandate that the identity of each membership agreement signor be verified prior to approving access to consumer credit data. I hereby authorize and provide permission to Credit Technologies, Inc. to access my personal consumer credit data for the sole and exclusive purpose of complying with FACTA Red Flag identity theft prevention requirements. This authorization will remain in place throughout the term of the membership agreement or until modified in writing.

First Name	Last Name		Suffix
 Social Security Number			
Current Address			
City	State	Zip Code	
// Date of Birth			
 Signature		-	/// Date: (MM/DD/YYYY)

Please return this completed form with a copy of a current driver's license or other government ID to 800.473.7409. This form may be password protected and e-mailed to Compliance@CreditTechnologies.com — Please do not e-mail sensitive information, without proper password protection.

For questions regarding this process or any other Credit Technologies product or service, please call 800.445.4922, Option 1.



User List

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

#	Full Name*	email Address*	Phone#*	NMLS#*	Role*
1					
2					
3					
3 4					
5					
5 6 7					
8					
9					
9					
11					
12 13					
13					
14 15 16 17					
15					
16					
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19					
18 19 20 21					
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25 26 27					
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28 29					
29					
30					

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

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

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