

**Background Resources, Inc.**

29W140 Butterfield Rd. Suite 105

Warrenville IL 60555

Phone: 630-873-2270

Fax: 630-657-1801



*Certified Female Business Enterprise*

Dear Valued Client:

Following is the Service Agreement for Background Resources, Inc., which needs to be completed in order to establish your account with Background Resources.

Since you will be obtaining and storing personal credit report information, we are required by the repositories to obtain the information listed below before providing you with an account. This is **without** exception and must accompany a signed copy of an agreement for service.

**As an INDIVIDUAL LANDLORD or PROPERTY OWNER, you will need to provide a copy of one of the following to verify your identity:**

- a) Driver's License
- b) State ID Card

**As an INDIVIDUAL LANDLORD or PROPERTY OWNER you must also provide any TWO (2) of the three documents for the property(s) that you are renting (information provided must be dated within the last 12 calendar months, must show the address of the rental property, and your name):**

- a) A Utility Bill
- b) A copy of the County Tax Assessors Bill
- c) A copy of the Escrow/Closing Statement for the property that is being rented

**An onsite inspection of your home (office or study) is required in order to provide you access to credit reports. This is a requirement of the bureaus, and cannot be waived. The charge for this service is \$75.00. If you are an individual that operates from your home, this inspection is a requirement. (See Exhibit C for more information).**

We require a one-time \$25.00 setup fee for new clients before we can process your account. We require you to fill in your credit card information to charge this initial setup fee, along with the onsite fee shown above. All future payments will be charged to your credit card for any outstanding invoices due.

**Once we receive all your documents and payment for your onsite and set-up fee, someone from the onsite inspection company will be contacting you. PLEASE CAREFULLY READ EXHIBIT C of this agreement as you will need to be compliant to the items shown prior to accessing any credit reports.**

If you have any questions, please do not hesitate to contact us at 630-873-2270.

Sincerely,

Background Resources, Inc.

\_\_\_\_\_ Initials of Authorized Signer

# Background Resources, Inc. *Tenant Screening Agreement*

29W140 Butterfield Rd. Suite 105, Warrenville, IL 60555

Phone: 630-873-2270 Fax: 630-657-1801

*All sections of this service agreement are required. Please print clearly.*

Company Name:		
Principle / Owner Name:		Social Security Number:
Address:		City, State, Zip:
Phone:	Fax:	Email:
Billing Address:		City, State, Zip:
Business Type: <input type="checkbox"/> Corporation / LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship (Please provide a copy of your business license and/or Articles of Incorporation)		Number of years in Business? _____
Industry/Type of Business?	TIN Number? _____	Number of Employees? _____
Web Site Address:		
Describe the specific purpose for which you will be using our services?		

<b>Provide THREE Trade References:</b>		
Do you conduct maintenance for the rental unit yourself? <input type="checkbox"/> Yes <input type="checkbox"/> No *If no, please list below Trade References that you use. (plumbers, subcontractors, carpenters, supply co., ground maintenance, etc...)		
Company:	Contact Name:	Phone:
Company:	Contact Name:	Phone:
Company:	Contact Name:	Phone:

<b>Please give the address the property you will be renting. You may need to list on a separate page if you have more than one property. Attach required documentation for each property, such as a Utility Bill &amp; Tax Assessors bill etc. (See first page of requirements)</b>	
Address:	City, State, Zip:
How many years have you owned / rented this unit? _____	How many other units do you own / rent? _____

<b>Payment Options:</b> <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH/Debit Electronic withdrawal from Acct. –See pages at end of Service Agreement.
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How did you hear about our company? <input type="checkbox"/> Advertisement <input type="checkbox"/> Directory <input type="checkbox"/> Sales Call <input type="checkbox"/> Internet <input type="checkbox"/> Referral *If you were referred to our company by an existing client, please provide to us the name of the person or company so we may thank them.
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\_\_\_\_\_ Initials of Authorized Signer

# Background Resources, Inc. *Tenant Screening Agreement*

## The undersigned applicant, hereinafter referred to as the "Client" agrees:

1. To comply with all provisions and accept responsibility for ordering and using information provided by background resources, inc. (BRI) in accordance with the Fair Credit Reporting Act (FCRA) section (15 USC-1681 et. Seq.) Client has been provided with an outline of the FCRA Requirements shown in Exhibit F. Client can download the entire FCRA directly on BRI's website at [www.backgroundresources.com](http://www.backgroundresources.com).
2. If additional screening products are needed, Client will also use information in accordance with the Drivers Privacy Protection Act (DPPA), American Disabilities Act (ADA), Department of Transportation (DOT), Health Insurance Portability and Accountability Act (HIPPA), the Fair Housing Act (FHA), and the Department of Housing and Urban Development (HUD).
3. BRI shall use good faith in attempting to obtain information from sources deemed reliable but does not guarantee the accuracy or completeness of the information provided. In no event shall BRI be held liable in any manner whatsoever for any loss or injury to Client or consumer resulting from the obtaining or furnishing of such information. Furthermore, that Client and consumer agrees to hold BRI and its sources (primarily Trans Union, Equifax and Experian) harmless and indemnify them from any and all claims, losses, including lost profits, lost savings, or other damages arising out of the use or inability to use our Program, or arising from the Client's interpretation or use of the data furnished by BRI shall have no obligation or duty hereunder to provide any information that is not verifiable.
4. Credit Information will be requested only for Client's exclusive use and will not be re-sold, Client further certified that inquiries will be made only when Client intends to use the information for the above-defined permissible purpose.
5. Client certifies that it will not request any screening report unless a clear and conspicuous disclosure is first made in writing before the report is obtained, in a document that consists solely of the disclosure, that a report may be obtained for its intended purpose. The consumer has authorized in writing the procurement of the report and to keep such authorization on file for a period of five (5) years. Information from the report will not be used in violation of any applicable federal or state law or regulation. Client 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 the Client 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.
6. When adverse actions are taken based on information BRI has provided to Client, Client will advise the applicant of the action, the basis for such action, and provide them with the consumer report with our name and how to contact BRI following a copy summary of their rights under the FCRA, see Exhibit B.
7. The information is obtained and managed by fallible human sources, and that, for the fee charged, BRI cannot guarantee, nor will be liable for the accuracy or the depth of information provided, regardless of the origin of the inaccuracies.
8. To assume responsibility for the final verification of the applicant's identity. It will base all decisions on its own policies, and keep all reports strictly confidential.
9. The undersigned individual, being employed by and/or financially interested in the Client identified below, and in consideration of BRI entering into a service agreement and related contracts ("Agreements") with such Client, personally and individually guarantees all payments due to BRI by Client under said Agreements. The undersigned waives presentment, protest, demand and notice of dishonor or default in connection with this guarantee and any payments due by Client under the Agreements, and the individual expressly recognizes that this Guarantee creates personal obligation, and that any default under this Guarantee may be reflected on the undersigned' personal credit file.
10. To pay for services as required through selection of payment options. Client agrees to payment terms of a required credit card on file. Client guarantees payment on such credit card at the time an order shall be placed. Client understands any accounts that are considered "past due", or in arrears for payment may have their service interrupted or discontinued immediately. In addition, if the account goes to collection BRI will be entitled to recover its attorneys' fees and other costs incurred in the collection of the debt. Past due amounts will be subject to a late charge up to the greater amount of \$15.00 or 2% of the past due amount.
11. Client agrees to pay all expenses, including legal fees. If BRI discontinues service for non-payment. Should payment be collected and services restored, Client will be charged an immediate re-connect fee of \$50.00 to credit card BRI has on file. Any returned NSF checks will impose a \$40.00 per incident fee.
12. That with just cause, such as delinquency or violation of the terms of this Agreement or a legal requirement, BRI may, upon its' election, discontinue serving the client and cancel this Agreement immediately.
13. BRI employees will be glad to help customers understand a report, but they are not allowed to render any legal opinions regarding information contained in any transmitted report.
14. Authorize BRI to investigate the references, statements and other data contained in this agreement or obtained from Client or any other person pertaining to Client's credit responsibility. It is understood that all information obtained will only be used by BRI to evaluate the application and will be held in the strictest of confidence.
15. Client will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties. The Fair Credit Reporting Act provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretense shall be fined under title 18, or imprisoned not more than two years, or both.
16. It is agreed that BRI reserves the right to change the schedule of service and charges from time to time upon thirty (30) days written notice.
17. Client will cooperate and disclose requested information for periodic audits or updates by BRI or the Credit Bureau Repositories for verification of permissible purpose or for compliance procedure requirements. Non-cooperation with these procedures can and may result in permanent or temporary cancellation of services with BRI.
18. This agreement shall be construed and enforced in accordance with the laws of the state of IL. Any legal action will be filed in DuPage County, Illinois.
19. Client will take full responsibility of securing the information obtained on applicants. Client agrees that all information obtained will be kept in a secure and protected environment, whether information is accessed via the internet and/or fax. All hard copies will be locked and secured for a period of five (5) years.
20. Any business or individual who uses a consumer report is subject to the requirements of the Disposal Rule. The Rule requires the proper disposal of information and records to protect against "unauthorized access to or use of the information". Client agrees to take reasonable measures for disposing of consumer report information after a period of five (5) years.

## Please Read and Sign Below:

**This information is submitted for the sole purpose of establishing service with BRI. Client has read and understood the agreement for services and addendum that apply and hereby certifies that the information provided is true and correct, and agrees to accept full responsibility for its use.**

Client Authorized Signature

Title

Date

Initials of Authorized Signer

## **SECURITY REQUIREMENTS / INTERNET ACCESS**

Note: Even if you are not accessing our services via the internet, this page is required to be signed per the Security Requirements.

### **In consideration of the mutual covenants set forth therein, the parties agree as follows:**

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 number or password.
- 1.2 Proprietary or third party system access software must have credit reporting agency Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3 You must request your Subscriber Code password be changed immediately when:
  - any system access software is replaced by 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 Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 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 those users' 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) minute timeout to protect unattended workstations.
- 1.10 Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to credit information.
- 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.
- 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

\_\_\_\_\_ Initials of Authorized Signer

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.

### 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.”

#### **Please Read and Sign Below:**

**This information is submitted for the sole purpose of establishing service with BRI. Client has read and understood the agreements, addendums, and exhibits that apply and hereby certifies that the information provided is true and correct, and agrees to accept full responsibility for its employees and endusers to follow these agreements & guidelines herein from BRI and in cooperation with the FCRA, DPPA, GLBA and other applicable laws with respect to approved permissible purpose.**

#### **ACCEPTED AND APPROVED:**

\_\_\_\_\_  
Client Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
BRI Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initials of Authorized Signer

Note: Even if you are not accessing our services via the internet, this page is required to be signed per the Security Requirements.

## **EXHIBIT A**

### **USER REQUIREMENTS**

All authorized Users must agree to comply with the following requirements:

1. The User must have read the portions of the Addendum and the Agreement for Service relating to the permissible purposes for which consumer reports may be ordered from Background Resources, Inc. and the restrictions on the use and dissemination of such reports and the information therein, must be familiar with the requirements specified therein, and must agree to comply with such requirements.
2. The User must agree not to disclose the Background Resources, Inc. Password or the Logon Code assigned to the User to any other person.
3. The User must agree not to order consumer reports from Background Resources, Inc. except in performance of the User's official duties for Company. The User must acknowledge his or her awareness that the Fair Credit Reporting Act provides that "[ any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency [such as Background Resources, Inc.] under false pretenses shall be fined under Title 18 United States Code, imprisoned for not more than 2 years, or both."
4. The User must acknowledge that consumer reports contain extremely sensitive information, and agree to protect the privacy of such information by using consumer reports obtained from Background Resources, Inc. solely in connection with the User's official duties for Company, not copying such consumer reports (except as required by the User's official duties), not providing such consumer reports or any information therein to any person (except in the course of the User official duties), and taking adequate steps to prevent unauthorized persons gaining access to such reports or information.
5. The User must agree that after termination of his or her position or employment by Company or Company's withdrawal of the User's designation as an Authorized User, the User will not obtain or attempt to obtain consumer reports from Background Resources, Inc. through the Background Resources, Inc. Password or the User's Logon Code for any reason.
6. Any scores obtained from the repositories shall not be disclosed to the consumers or any third party unless clearly required by law.
7. Employee is aware that they will be automatically timed out after 30 minutes of inactivity on system.
8. Employee will automatically be required to change their passwords every 90 days.
9. Employee will be permanently locked out of their accounts after three consecutive invalid login attempts. Should this occur, employee will need to contact our technical support department. Employee will need to verify three distinct items pertaining to their account before obtaining a new password.

**I am requesting the following User's receive user names (passwords will be issued at time of setup). I certify that each User has read and understands the Exhibit A as a requirement to access consumer reports.**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_ Initials of Authorized Signer

**\*REQUIRED\***

\*NOTE: Even if you are not accessing our services via the internet, this page is required to be completed & signed per the Security Requirements. Please list yourself and all authorized users. Give a valid email address if you have one.

## Exhibit A (Continued)

### Users for Internet Delivery

I am requesting myself and the following users from my office to have Internet access to consumer reports provided by Background Resources, Inc. I have given each user shown below a list of the User Requirements pertaining to Internet consumer reports as well as educated the employees on the Federal and State laws. I certify that anyone whom I give access to this information understands our security procedures to protect the applicant's privacy. I acknowledge that it is my responsibility to contact Background Resources, Inc. if an User should no longer have access to the consumer reports or if I should become aware of any misuse or violation of this agreement.

I am requesting myself & the following User's receive user names (passwords will be issued at time of setup).

An administrator/manager email address is required. All Internet account correspondence will be addressed only to the administrator/manager.

**PLEASE PRINT LEGIBLY**

**User Names/Title**

**Users E-Mail Address**

1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____
6) _____	_____
7) _____	_____
8) _____	_____
9) _____	_____
10) _____	_____

**Client Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_ Initials of Authorized Signer

**We are required by the credit bureaus to obtain information regarding your business, which will include a credit report. We must have the following information in order to provide you access to credit reports.**

**CREDIT RELEASE**

First and Last Name: \_\_\_\_\_

Social Security # : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Home Address: \_\_\_\_\_

City / State /Zip: \_\_\_\_\_

Title or Position: \_\_\_\_\_

Home Phone : ( \_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

I hereby give my consent to Background Resources, Inc. to obtain any and all information concerning my business, personal history, and financial credit report. Such information may be gathered through the use of any investigative or credit repositories of its choice. In addition, I hereby authorize Background Resources, Inc. to secure all information, including credit information contained in my creditors account files.

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Initials of Authorized Signer

# Exhibit B

## Notice of consumer rights under the FCRA:

### *A Summary of Your Rights Under the Fair Credit Reporting Act*

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

**You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

**You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

**You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

**Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

**You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.

**Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

**Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.

**Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

**You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

**You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

\_\_\_\_\_ Initials of Authorized Signer

The FCRA gives several different federal agencies authority to enforce the FCRA.

**FOR QUESTIONS OR CONCERNS REGARDING:**

**PLEASE CONTACT:**

CRAAs, creditors and others not listed below

Federal Trade Commission  
Consumer Response Center - FCRA  
Washington, DC 20580  
202-326-3761

National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)

Office of the Comptroller of the Currency  
Compliance Management, Mail Stop 6-6  
Washington, DC 20219  
800-613-6743

Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)

Federal Reserve Board  
Division of Consumer & Community Affairs  
Washington, DC 20551  
202-452-3693

Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)

Office of Thrift Supervision  
Consumer Programs  
Washington, DC 20552  
800-842-6929

Federal credit unions (words "Federal Credit Union" appear in institution's name)

National Credit Union Administration  
1775 Duke Street  
Alexandria, VA 22314  
703-518-6360

State-chartered banks that are not members of the Federal Reserve System

Federal Deposit Insurance Corporation  
Division of Compliance & Consumer Affairs  
Washington, DC 20429  
800-934-FDIC

Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission

Department of Transportation  
Office of Financial Management  
Washington, DC 20590  
202-366-1306

Activities subject to the Packers and Stockyards Act, 1921

Department of Agriculture  
Office of Deputy Administrator - GIPSA  
Washington, DC 20250  
202-720-7051

\_\_\_\_\_ Initials of Authorized Signer

## Exhibit C

### **\*\*IMPORTANT INFORMATION, PLEASE READ CAREFULLY\*\***

The unfortunate increases today in criminal activity of individual's private information, credit fraud and identity theft have lifted everyone's awareness to do everything possible to protect others against these types of crimes. Our industry in general has become more and more regulated over the years to counteract against these crimes to protect people's private information. Once we receive back your signed agreement, we will contact the onsite inspection company to schedule your inspection.

#### **PLEASE NOTE:**

Once we receive back your signed agreement, we will contact the onsite inspection company to schedule the inspection. All of the requirements for this inspection are shown below. Please make sure that you have all these areas covered prior to the inspection company arriving.

#### **Residential and/or Commercial Address Inspection**

- ❖ You must have a locked file cabinet in your home. If you choose to keep the copies of the credit reports on file, we ask that you keep them in a lockable cabinet.
- ❖ You must have a shredder to destroy any credit reports that you no longer would like to retain in your home. You are required by us to keep your application and/or lease agreements for a period of 5 years (We do random audits of your lease agreements to verify you had permissible purpose to access a credit file.) We will always have copies of the credit reports should you choose to destroy them immediately.
- ❖ If you are accessing credit via a computer, you are required to have your computer screens password protected and locked out after being idle for more than 15 minutes.
- ❖ If you will be accessing credit reports via the computer, your computer must be in a separate room that has a locked door.
- ❖ If you have a fax machine and are receiving your credit reports back from us via fax, it must also be in a separate room with a locked door.

## Exhibit D

### END USER CERTIFICATION OF COMPLIANCE California Civil Code - Section 1785.14(a)

Section 1785.14(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

Section 1785.14(a)(1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

Section 1785.14(a)(2) states: "If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail."

Section 1785.14(a)(3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed."

In compliance with Section 1785.14(a) of the California Civil Code, Client hereby certifies to Consumer Reporting Agency as follows: (Please circle)

End User ***IS NOT*** a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.

End User also certifies that it will only use the appropriate End User code number designated by Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller.

If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

\_\_\_\_\_ Initials of Authorized Signer

## Exhibit E

### VERMONT FAIR CREDIT REPORTING STATUTE, 9 V.S.A. § 2480e (1999)

#### § 2480e Consumer Consent

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

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

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

\_\_\_\_\_ Initials of Authorized Signer

## Exhibit F

# 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 provided a copy of the FCRA on our website: [www.backgroundresources.com](http://www.backgroundresources.com). 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

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 of collections 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 reserve 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 our 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.**

\_\_\_\_\_ Initials of Authorized Signer

## CREDIT RISK SCORE ADDENDUM

BRI warrants that it has an Agreement for service and an account in good standing with Client for a permissible purpose under the Fair Credit Reporting Act to obtain the information in a Fair Isaac Credit Repository Score(s) (FICO Classic, FICO, Beacon) and their reason codes generated by Experian, Trans Union, Equifax.

Client agrees to maintain internal procedures to minimize the risk of unauthorized disclosure and certifies that all scores and reason codes whether oral or written shall be maintained 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 hereunder, except as otherwise required by law. Notwithstanding any contrary provision of this Agreement, Client may disclose the Scores provided to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.

Unless explicitly authorized in this Agreement or in a separate agreement between Client and BRI for scores obtained from credit repository, or as explicitly otherwise authorized in advance and in writing by credit repository through BRI, Client shall not disclose to consumers or any third party, any or 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.

Client shall comply with all applicable laws and regulations in using the Scores and reason codes. Client, its employees, agents or subcontractors 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, BRI, the affiliates of them or of any other party involved in the provisions of the Score without such entity's prior written consent.

Client 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 is applied is similar to the population sample on which the Credit Repository Score Model was developed, Credit Repository Score Model may be relied upon by BRI and/or. Client to rank consumers in order of the risk of unsatisfactory payment such consumers might present to Broker. 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 1692 et seq. **THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES FICO HAS GIVEN UNIVERSAL CREDIT SERVICES INC. AND/OR CLIENT WITH RESPECT TO THE FAIR ISAAC MODEL, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, FICO MIGHT HAVE GIVEN UNIVERSAL CREDIT SERVICES INC AND/OR CLIENT WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITENSS FOR A PARTICULAR PURPOSE. BRI's and Client'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 (12CFR 202 et seq.)**

Client agrees to limit the aggregate liability of Experian/Fair, Isaac to the lesser of the fees paid by the Client for Experian/Fair, Isaac Model sold to Client during the six (6) month period immediately preceding Client's claim and excluded any liability of Experian/Fair Isaac for incidental, indirect, special or consequential damages of any kind.

\_\_\_\_\_ Initials of Authorized Signer

**To meet the compliance regulations of the credit bureaus, we are required to obtain a Letter of Intent from your organization prior to accessing any credit reports. The information below must be included when creating the letter. This document should then be submitted along with your completed Service Agreement.**

## **LETTER OF INTENT**

The Letter of Intent must be on your company or personal name letterhead and must be signed by an officer, owner, or authorized manager. In this Letter of Intent, put in your own words, at a minimum, the following information.

- The nature of your business
- Your intended use for the service
- The anticipated monthly volume
- Intent as to whether you anticipate access will be primarily local, regional, or national.

Thank you,

Compliance  
Background Resources, Inc.

\_\_\_\_\_ Initials of Authorized Signer

**background resources, inc.**  
29W140 Butterfield Rd. Suite 105  
Warrenville, IL 60555  
Phone: 630-873-2270  
Fax: 630-657-1801



*Certified Female Business Enterprise*



I hereby authorize Background Resources, Inc to charge the credit card listed below for payment of fees, which are incurred by the customer account, listed below. I certify that I am authorized to sign this form and owner of credit card listed below.

Company Name \_\_\_\_\_

Customer ID BR-\_\_\_\_\_

Credit Card Type: AMEX ( ) VISA ( ) MasterCard ( )

Name on Card: \_\_\_\_\_

Billing Address for Card: \_\_\_\_\_

Credit Card Number \_\_\_\_\_

Expiration Date \_\_\_\_/\_\_\_\_

VID Code\*\* \_\_\_\_\_ **(REQUIRED FIELD)**

Customer Signature \_\_\_\_\_

Your completion of this authorization form helps us to protect you, our valued customers, from credit card fraud. Background Resources, Inc will keep all information entered on this form strictly confidential

**\*\* Most credit cards display the code on the back of the card, just above the signature and at the end of the regular account number.**

**For Office Use Only :**

**DATE:**

**AMOUNT:**

**APPROVAL CODE:**

\_\_\_\_\_ Initials of Authorized Signer