

BUREAU SCORING SERVICES

1. Subscriber hereby requests that First Meridian Credit Services process the credit reports it purchases during the term hereof with credit scores on all requests. First Meridian Credit Services will identify on the credit reports the source of the score and the type of score model.
2. A statistical credit score evaluates the credit history on an individual consumer in a given bureau's database and provides a score, which rank orders the consumer with respect to likely credit performance.
3. The organizations that created the credit scores have warranted that the scores are empirically derived and statistically sound and that no scoring algorithm used to create the scores uses a "prohibited basis" as each of these terms have been defined in the Equal Credit Opportunity Act and Regulation B ("Reg. B"). Scores may appear on a credit report for convenience only, but are not a part of the credit report, nor do they add to the information in the report on which it is based. In addition to the score, First Meridian Credit Services can provide up to four (4) factors from the credit report, which most significantly influenced the score.
4. Unless otherwise noted, the following risk model scores will be ordered with each report.
Experian Fair/Isaac Equifax Beacon Trans Union Classic 04
5. Requires for reselling the Experian Fair/Isaac Score are as follows: (i) The End User's warranty that it has a "permissible purpose" under the Fair Credit Reporting Act, as it may be amended from time to time, to obtain the information derived from the Experian/Fair, Isaac Model. (ii) The End User's agreement to limit its use of the Scores and reason codes solely to use in its own business with no right to transfer or otherwise sell, license, sublicense or distribute said Scores or reason codes to third parties; (iii) A requirement that each End User maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such Scores and reason codes will be held in strict confidence and disclosed only to those of its employees with a "need to know" and to no other person. (iv) Notwithstanding any contrary provision of this End User Agreement, End User may disclose the Scores provided to End User under this End User Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only. (v) A requirement that each End User comply with all applicable laws and regulations in using the Scores and reason codes purchased from Broker; (vi) A prohibition on the use by End User, its employees, agents or subcontractors, of the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions, Inc. or Fair Isaac Model Company, or the affiliates of either of them, or of any other party involved in the provision of the Experian/Fair Isaac Model without such entity's prior written consent. (vii) A prohibition on any attempts by End User, in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair Isaac in performing the Experian/Fair Isaac Model.
6. Subscriber recognizes that factors other than credit scores must be considered in making a mortgage credit decision, including the credit report, the individual credit application and economic factors. The factors that are provided by First Meridian Credit Services as significantly contributing to the score may be disclosed to consumers as the reasons for taking adverse action, as required by Reg. B. However, the score itself is proprietary, and may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants, unless otherwise authorized by state law.
7. Subscriber shall be responsible for compliance with all laws and regulations to which it is subject; and, shall indemnify and hold First Meridian Credit Services and its affiliated companies, representatives and employees harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including attorney's fees) arising out of or related to Subscriber's use of the bureau-based credit scores.
8. Each party hereto shall be responsible for compliance with all laws and regulation to which it is subject.
9. Except for First Meridian Credit Services charges for its services, this Agreement states the entire understanding of the parties as to bureau-based credit scoring supersedes all prior correspondence, documentation or representations and may not be amended except by written agreement signed by both parties.

First Meridian Credit Services

Subscriber (Company): _____

Sign By: _____

Sign By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____