

**INSTRUCTIONS FOR COMPLETING  
THE  
SUBSCRIBER AGREEMENT  
FOR  
TAX RETURN VERIFICATION SERVICES  
(TRV)**

- 1. Enter date on top of page one.**
- 2. Enter TRV Alliance Partner ("Agency") name and address on top of page one.**
- 3. Enter state of jurisdiction in Section 9.3**
- 4. Complete Signature Page.**

**SUBSCRIBER AGREEMENT  
FOR  
TAX RETURN VERIFICATION SERVICES  
(TRV)**

This Agreement (“**Agreement**”), dated \_\_\_\_\_ (the “**Effective Date**”), by and between

\_\_\_\_\_ (“**Agency**”),

with offices at \_\_\_\_\_

and the undersigned (“**Subscriber**”).

**WITNESSETH:**

WHEREAS, Agency has established a relationship which allows Agency to make available to its customers certain tax return verification services and other services relative to tax returns and dealings with the United States Internal Revenue Service (the aforementioned services offered by Agency to its customers shall hereinafter be referred to as “**TRV Services**”) that include the development and production of reports containing federal tax return information on person(s), businesses, or partnerships (“**TRV Report**”) which is delivered through various delivery methods, and Subscriber certifies it has a legitimate need for *TRV Services* and seeks to obtain, for its benefit, such *TRV Services* from Agency and

WHEREAS, Agency is willing to make the *TRV Services* available to Subscriber, and the Subscriber wishes to use Agency to obtain such services for itself on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

**SECTION ONE. Statement of Agency and Subscriber Responsibilities.**

1.1 Order For TRV Services: Each request from Subscriber for *TRV Services* shall be made using method(s) acceptable to Agency and shall include certain information and document(s) as required by Agency (such requests hereinafter referred to as (“**Order**”). An Order may be a request for a *TRV Report* and/or a request for other *TRV Services* that may become available through Agency from time to time. Each Order for *TRV Services* which is intended to be used for employment purposes shall be specifically and clearly identified with the Order as an “**Order for Employment Purposes**”. An Order shall include legible documents that provide the identity of certain person(s), businesses, or partnerships upon which *TRV Services* are being requested. Subscriber agrees to use reasonable procedures to ensure the legitimacy of any executed copy of the IRS Form 4506-T, or equivalent agreement that is intended to authorize the IRS to release information, and that is included as part of an Order. Such person(s), businesses, or partnerships identified in the Order shall be referred to, individually or jointly, as “**Subject**”. The form, content, and requirements associated with the use of the documents associated with an Order may be adjusted or changed by Agency from time to time, however, with the exception of forms controlled by the IRS and except as required by law, Agency must provide not less than sixty (60) days written notice to Subscriber of any such adjustment or change. For purposes of this Agreement “**Taxpayer Information**” shall be defined as the information on copies of tax returns and other documents provided by the Subject to the Subscriber, or other parties and included as part of an Order

1.2 TRV Services: As a result of an Order for a *TRV Report*, Agency shall cause a *TRV Report* to be produced and delivered to the Subscriber in a form that contains information provided by the IRS as a result of their search of their records of federal tax returns for certain year(s) on Subject(s) (“**IRS Information**”). Agency shall use its best efforts to cause prompt delivery of each *TRV Report* to the Subscriber. Agency will give Subscriber thirty (30) days written notice prior to any change which will affect the form of the *TRV Report* to be furnished by Agency. From time to time, Agency may make available to Subscriber services in addition to those contemplated by this Agreement upon the then prevailing prices and terms subject to the terms and conditions of any applicable agreements between Agency and Subscriber.

1.3 Agency Responsibilities (Authorization To Release): Agency shall comply with all federal, state and local laws and regulations in connection with the provision of the *TRV Services*, the *TRV Reports* and any information contained therein. Agency shall provide to Subscriber an IRS Form 4506-T or equivalent form for its use along with instructions on how to use *TRV Services*.

**SECTION TWO. Use of Information and Agency Right to Audit.**

2.1 Use of Information: Subscriber shall comply with all federal, state and local laws and regulations in connection with the use of the *TRV Services*, the *TRV Reports* and any information contained therein; and certifies that *TRV Reports* and *TRV Services* will be ordered and used only for permissible purposes as displayed in Section 2.3 of this Agreement and as defined by the provisions of the Fair Credit Reporting Act (“**FCRA**”), 15 U.S.C. §1681 et. seq., the Gramm-Leach-Bliley Act 15 U.S.C. §6801 et. seq., and other similar state or federal laws and regulations regarding the use of *TRV Services* or any information contained therein and shall be used for no other purposes. Notwithstanding the former sentence, Subscriber further agrees it shall not use, duplicate, reproduce, or share with others any TRV Report for any purpose other than that which is related to what should reasonably be understood as the purpose intended by the Subject specific to the transaction for which the Taxpayer Release Authorization, as described in Schedule A of this Agreement, was executed by the Subject. Although, in circumstances where third parties, such as mortgage insurers and secondary market investors if the transaction is a mortgage, share a legitimate business risk in the same specific transaction as the Subscriber, and included in that transaction is the same Subject of the *TRV Report* that was ordered and received by the Subscriber (“**Shared Transaction**”), the Subscriber may share with these third parties information from *TRV Services* specific to the Shared Transaction. However, the Subscriber agrees to take reasonable precautions to ensure that all parties who are provided by the Subscriber with copies of, or information from, *TRV Reports* (“**Shared TRV**”) comply with all provisions of the Fair Credit Reporting Act, the Financial Privacy Act, the Gramm-Leach-Bliley Act and all other applicable laws and regulations, both state and federal, and understand the sensitivity and necessity for confidentiality relative to the personal nature of the information provided by *TRV Services*. Additionally, the Subscriber agrees that the Subject of Shared *TRV* shall be informed, upon the Subject’s request of the Subscriber, of the identity of any third parties who received Shared *TRV*.

2.2 **Right to Audit:** Subscriber understands and agrees that Subscriber must take appropriate measures so as to protect against the misuse of *TRV* Services. Subscriber understands and agrees that in order to ensure compliance with applicable laws and other use limitations and contract terms, Agency will conduct periodic audits and reviews of Subscriber's *TRV* Services activity. Upon notification by Agency, Subscriber agrees to provide to Agency documentation, as reasonably required by Agency, to confirm Subscriber's permissible uses of particular *TRV* Services. Subscriber will cooperate fully and promptly in the conduct of such audits. Any intentional, serious or continuous violation of applicable law (as determined by Agency) by Subscriber may result in immediate termination of this Agreement upon written notice to Subscriber without liability to Agency.

2.3 **Permissible Purposes:** Subscriber certifies that its use of *TRV* Services shall include one or more of the following purposes or other purposes as permitted under the FCRA:

- (i) 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 review or collection of an account of, the consumer; or
- (ii) for employment purposes; or
- (iii) in connection with the underwriting of insurance involving the consumer, or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or
- (iv) for determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status; or
- (v) in connection with a tenant screen application involving the consumer; or
- (vi) as a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks; or
- (v) otherwise has a legitimate business need for the information in connection with a business transaction that is initiated by the consumer.

2.4 **Computer Access of *TRV* Services:** In accessing *TRV* Services via personal computer or other computer equipment with direct, or indirect, access through the Internet or other means to obtain *TRV* Services (in all such instances, a "**Workstation**"), Subscriber will: (i) restrict access to Workstation(s) to only Subscriber's employees with a need for such access as determined by the Subscriber, ("**Operators**") and inform such Operators of both the Subscriber's and Operator's FCRA and other obligations with respect to the access and use of *TRV* Services, (ii) take all necessary measures to prevent unauthorized use of the Workstation(s) by any Operators other than Operators for permissible purposes, including (a) limiting knowledge of access telephone numbers, or other number(s) or user passwords or other passwords that Agency may assign, or in some way provide, for the use of the Subscriber, (b) changing the user passwords on the Workstation(s) at least every 90 days, or when an Operator is no longer responsible for accessing *TRV* Services, or when the Subscriber suspects any unauthorized person has learned the password. Subscriber will as soon as reasonably practicable notify Agency if Subscriber knows of unauthorized access to *TRV* Services. Subscriber will inform Operators that unauthorized access to *TRV* Services may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment. Notwithstanding the conditions of Section 7.4 of this Agreement, Agency makes no warranties whatsoever in connection with the performance of any access to *TRV* Services as described in this Section 2.4, and Agency will not be responsible for transmission distortion, interruptions or failures of any nature related to the access or delivery of *TRV* Services.

2.5 **FCRA Notice:** THE FCRA 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, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

**SECTION THREE. Prices and Payment:**

3.1 **Fees:** For each request for *TRV* Services by Subscriber, Subscriber shall pay Agency the applicable charge set forth on the fee schedule then in effect as provided to the Subscriber by Agency and as adjusted from time to time in accordance with Section 3.2 hereof. All prices and rates are exclusive of applicable federal, state, and local taxes. Subscriber shall pay such taxes, and any such taxes unpaid may be added to any invoice submitted hereunder.

3.2 **Changes in Certain Fees:** Agency may, upon not less than twenty (20) days written notice to Subscriber, change the fees set forth on the fee schedule then in effect as provided to the Subscriber by Agency.

3.3. **Time for Payment:** All fees and charges will be invoiced monthly, and shall be due and payable by Subscriber, in accordance with Agency's usual billing procedures and shall be due and payable by Subscriber upon rendition of monthly statements from Agency. A late payment surcharge of 1½% per month will be payable by Subscriber to Agency on all amounts unpaid thirty (30) days after the date of the statement.

**SECTION FOUR. Term of Agreement:**

4.1 **Term:** The term of this Agreement shall commence on the Effective Date and continue until terminated by either party as set forth herein.

4.2 **Termination by Either Party:** Notwithstanding any other provision in this Agreement, either party may terminate this Agreement at any time, upon written notice, and without liability to the other party except for any amount owed at time of termination.

4.3 **Obligation to Use:** Subscriber is under no obligation to order *TRV* Services or other services or products from Agency as a condition of this Agreement.

4.4 **Effect of Termination:** No termination of this Agreement shall relieve either party of any liability for monetary sums due and payable to the other, nor shall a termination preclude any other actions which might be taken by either party at law or equity to enforce lawful obligations arising hereunder or to seek damages for failure to perform obligations.

**SECTION FIVE. Proprietary Rights:** Nothing contained in this Agreement or the transactions contemplated by this Agreement shall be deemed to give Subscriber any rights or other claims against or interest in the *TRV* Services or *TRV* Report or the information contained therein, or the names *TRV*, *TRV* Services, *TRV* Report, Tax Return Verification System, *TRV* CashFlow Analysis, all of which Subscriber agrees are the sole and exclusive property and rights of the National Credit-reporting System, Incorporated ("**NCS**"). Subscriber shall not acquire any patent, trademark, or tradename rights, copyright interest or other right, claim or interest in any of the foregoing.

**SECTION SIX. Agreement in Effect Regarding *TRV* Reports.** Prior to Agency providing Subscriber any *TRV* Report: (a) Subscriber shall have executed this Agreement, and this Agreement shall be in full force and effect; (b) an executed copy of the IRS Form 4506-T, or an equivalent agreement that is acceptable to

Agency, for the Subject has been delivered to Agency and is in full force and effect; and (c) the obligations of Agency to deliver TRV Reports are conditioned on the IRS' continuing agreement to provide the tax information and Subscriber hereby agrees and acknowledges that any change in the IRS' willingness or ability to provide the IRS Information will affect the ability of Agency, and relieve Agency of the duty, to perform the obligations set forth in Section 1.2.

**SECTION SEVEN. Covenants and Indemnifications:**

7.1 **No Accuracy Guarantee:** Agency and Subscriber shall use their best efforts to transmit to the other party reliable and accurate information; however, neither Agency nor Subscriber warrant or guarantee that the information reported to the other party is accurate, complete or up-to-date. Neither party, nor their directors, officers, employees or agents, shall be liable to the other for any loss, damage, fee, cost, expense or injury as a result of information which is not accurate, complete or up-to-date.

7.2 **Confidential Subscriber Information:**

7.2.1 Agency acknowledges that Subscriber may be subject to certain laws and regulations regarding the privacy and protection of consumer information, and that any receipt or use of personal information by Agency from Subscriber may also be subject to compliance with such laws and regulations. Agency agrees that any personally identifiable information or data concerning or relating to Subscriber's current or prospective customers or consumers, or an aggregation thereof ("Personal Information"), shall be used solely for the purpose of carrying out the services described under this Agreement and shall not be used for any other purpose whatsoever; including, without limitation, the marketing of Agency's other products or services.

7.2.2. Agency agrees to restrict access of Personal Information to those employees who need to know that information. Agency agrees to have a security program in place with respect to Personal Information which: (i) ensures the security and confidentiality of Personal Information, (ii) protects against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protects against any unauthorized access to or use of such information including access or use that could result in substantial harm or inconvenience to any of Subscriber's consumers or customers. Subscriber reserves the right to audit Agency to assure compliance with these requirements.

7.3 **Indemnification:** Each party shall defend, indemnify and hold harmless the other party from and against all demands, claims, causes of actions, costs and liabilities, including reasonable attorneys' fees and costs, which are incurred by reason of the improper use by a party of information provided to that party hereunder or a failure to perform any obligation hereunder or any applicable law or regulation. Subscriber also agrees to defend, indemnify and hold harmless Agency from and against any and all demands, claims, causes of actions, costs and liabilities arising out of or relating to Subscriber's use of the TRV Services or any information contained therein, including any use which is in violation of any federal or state law or regulation. Agency also agrees to defend, indemnify and hold harmless Subscriber from and against any and all demands, claims, causes of action, costs and liabilities arising out of or relating to provision of the TRV Services by Agency, including any violation of any federal, state or local law or regulation.

7.4 **No Liability:** None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any third party including, without limitation, Subject(s), except that NCS shall be deemed a third party beneficiary of this Agreement. Except as to NCS, as noted in this Section 7.4, no third party, including Subject(s) shall have any rights against the parties by reason of or under this Agreement. Neither party will cross-complain against the other in any lawsuit brought by a third party, including Subject(s), without first giving the other party ten (10) days written notice.

7.5 **Force Majeure:** Agency shall have no obligation or liability for or on the account of any mechanical or other breakdown, malfunction or defect in computer or other equipment or facilities or computer programs utilized by Agency or the IRS or any delay or failure in Agency's performance under this Agreement when such is beyond the reasonable control of Agency. Agency shall use reasonable efforts to prevent such delay or failure and shall attempt to correct any such delay or failure as promptly as possible.

7.6 **Warranties:** The warranties set forth in the Agreement apply to the performance of both parties hereunder, and are in lieu of all other warranties, express or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose which are hereby disclaimed.

**SECTION EIGHT. Relationship Between Parties:**

8.1 **Certification:** Agency and Subscriber each acknowledge that the other party, pursuant to contractual undertakings with its customer and applicable federal and state laws and regulations, is subject to limitations with respect to the dissemination each is authorized to make of information which is subject to the TRV Services. Consistent with such obligations, each party hereby agrees, and certifies to the other that the TRV Services and the information contained herein, will be requested, used and disseminated only in strict conformity with all federal and state laws and regulations and the terms of this Agreement.

(a) Except as provided in this Agreement, Agency, its agents and assigns agrees to keep confidential all information and documents included by Subscriber as part of an Order.

8.2 **Survival of Obligations:** The obligation of the parties set forth in Sections 2, 5, 7 and 8 of this Agreement shall survive the termination of this Agreement.

8.3 **Assignment, Successors:** Neither party hereto will assign this Agreement or delegate its duties hereunder without the prior written consent of the other party, however, Agency may permit an Affiliate of Agency to perform its obligations hereunder upon notice to Subscriber. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto.

8.4 **Independent Status of Parties:** Nothing contained in this Agreement, nor in the relationship created hereby, shall be interpreted to evidence, or cause to exist, a joint venture, partnership or principal-agent relationship between Agency and Subscriber.

**SECTION NINE. Miscellaneous:**

9.1 **Waiver:** The waiver by one party of any covenant, condition, obligation, representation, or warranty in this Agreement shall not be deemed a waiver by such party of any other covenant, condition, obligation, representation or warranty. The waiver by a party of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself with respect to future performance. The rights and remedies provided each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law and at equity.

**NCS**

9.2 Notices: All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be effective immediately when delivered personally, or five (5) days after deposit in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the other party at their respective addresses set forth herein, unless by notice a different address shall have been designated for giving notice hereunder.

9.3 Applicable Law: This Agreement is deemed to be made and executed in the State of \_\_\_\_\_ and the laws of that State and the decisions of its courts shall control the construction, interpretation, validity and enforcement of this Agreement, without reference to conflict of laws principles.

9.4 Submission to Jurisdiction: The parties hereto consent to the exclusive jurisdiction of any state or federal court located within the State identified in Paragraph 9.3, and irrevocably agree that all actions or proceedings relating to this Agreement and the performance of the parties hereunder shall be litigated in such courts, and Subscriber for itself and its Affiliates waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon them, and consents that all such service of process may be made by mail or messenger directed to them at the address referred to in Section 9.2.

9.5 Contract in Entirety: The term Agreement as used herein is intended to include all exhibits, addenda, schedules and amendments hereto. This Agreement supersedes all prior agreements and all contemporaneous agreements between the parties relating to TRV Services, whether oral or written, and all representations, warranties, undertakings and understandings of and between the parties with respect to the same subject, and is the entire Agreement of the parties as to such subject. This Agreement may not be modified or amended except by a writing executed by both parties.

9.6 Severability: If any provision of this Agreement shall be determined to be unlawful by a court of competent jurisdiction, then such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect.

9.7 Pronouns: All pronouns refer to the masculine, feminine or neuter, singular or plural, as the context may require.

9.8 Counterparts: This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

9.9 Headings: The headings and captions in this Agreement are inserted only as a matter of convenience and in no way define, limit, extent or describe the scope of this Agreement or the intent of any provisions hereof.

IN WITNESS WHEREOF, intending to be legally bound, each of the parties has duly executed this Agreement as of the date first set forth above.

\_\_\_\_\_  
(Complete legal name of Subscriber) ("Subscriber")

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

By: \_\_\_\_\_

Please Print  
Name and Title: \_\_\_\_\_

\_\_\_\_\_  
(Complete legal name of Agency) ("Agency")

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

By: \_\_\_\_\_

Please Print  
Name and Title: \_\_\_\_\_

## SCHEDULE A

## DOCUMENTATION TO BE DELIVERED TO AGENCY WITH EACH TRV ORDER

Order(s) for TRV Reports from Subscriber to Agency shall include legible copies of documents represented in this Schedule A and under the conditions described below and as noted in Section One of the Agreement.

- A.1. Agency requires the use of the IRS Form 4506-T or an equivalent alternative approved in form and substance by Agency (both referred to as “**Taxpayer Release Authorization**”) for the purpose of ordering TRV Services.
- A.2. ALL documents, including the IRS Form 4506-T, but excluding the documents described in A.5. below, used with an Order must be approved in form and substance by Agency.
- A.3. IRS Form 4506-T and/or other Taxpayer Release Authorization used with an Order must
  - (i) contain information as required by Agency;
  - (ii) contain the date the document(s) were signed by Subject;
  - (iii) contain the signature(s) of Subject; and,
  - (iv) be retained by Subscriber and Subscriber's successors and assigns for the duration of the transaction that is relative to the Order, but not less than three (3) years from the date of the Order.
- A.4. No specific TRV Report will be provided to Subscriber if the Taxpayer Release Authorization relative to the TRV Report in question has a signature date that is older than sixty (60) days of the date the form is delivered to the IRS, or otherwise does not meet Agency's requirements.
- A.5. Each Order for a TRV Report must include copies of a minimum of those complete page(s) of the tax return(s) provided to Subscriber by Subject that summarizes the income of Subject for each year that Subscriber requests a TRV Report on Subject. In response to a request from Subscriber, Agency may elect to waive the requirements for the copies described in this Section A.5, however, if said waiver is exercised, such action may affect the type, price, and turnaround time performance of TRV Services provided by Agency to Subscriber to a level as agreed upon by Subscriber and Agency.
- A.6. The only information used for the search by the IRS as part of the preparation of the TRV Report shall be the name(s), social security number(s), address(es), or other identification shown as belonging to Subject as provided by Subscriber to Agency with the documents included in the Order.
- A.7. Use of the Fax Order Form (Form 463B), or an equivalent form or process approved in form and substance by Agency, is required with each Order(s) for TRV Reports delivered to Agency.
- A.8. Each Order for TRV Services which is intended to be used for employment purposes shall be specifically and clearly identified with the Order as an “Order for Employment Purposes”.