

NATIONAL INTELLIGENCE SERVICE | APPLICATION FOR SERVICES

| | | | | | |
|---|-------------|---------------------|--------------------------|---|-------------------------|
| Name of Firm (or DBA if Applicable) | | | | Telephone Number () | |
| Physical Address (PO Box and Private Mail Box are NOT acceptable) | | | | Fax Number () | |
| City | | State | Zip | E-Mail Address | |
| Billing Address , if different | | | | FEIN (or SSN if Sole Proprietorship) | |
| Billing Contact | | | | Telephone Number, if different () | |
| Corporation | Partnership | Sole Proprietorship | In Business Since: _____ | Number of Employees: _____ | Is Business Home-Based? |

BUSINESS IDENTITY VERIFICATION (A copy of documentation as it relates to your business.)

DBA Certificate, Trade Name Certificate, Articles of Incorporation, Professional License, Fictitious Name Filing, etc.

| | | |
|------------------------------|-----------------|----------------|
| City, County, State of Issue | License Number? | On File Where? |
|------------------------------|-----------------|----------------|

Preferred Method of Payment

- Credit Card:** Automatically debit the below listed credit card for our purchases as invoiced. My signature below serves as my authorization.
- Pre-Payment:** Pre-pay accounts are available for as little as \$50. I will open my account with a payment of \$_____
- By invoice:** Please invoice us. We have supplied bank & credit references below in order to secure a line of credit with NIS

Credit Card Information: VISA M/C Discover Card

| | | |
|--------------------|-----------|------------------------------------|
| Credit Card Number | Exp. Date | Name Exactly as it appears on card |
|--------------------|-----------|------------------------------------|

| | | |
|--------------|-----------------------------|-------------------------|
| Bank Name | Bank Address | |
| Contact Name | Telephone Number () | Type and Account Number |

THREE BUSINESS CREDIT REFERENCES *Credit & bank references MUST be supplied unless account is pre-paid or credit card payments have been authorized.*

| | |
|----------------|------------------|
| Company Name | Contact Name |
| Account Number | Telephone Number |
| Address | City, State, Zip |
| Company Name | Contact Name |
| Account Number | Telephone Number |
| Address | City, State, Zip |
| Company Name | Contact Name |
| Account Number | Telephone Number |
| Address | City, State, Zip |

As part of your application for services, we may be required to verify credit information, business references and a bank reference on your company.

Signature

Title

Date

**SUBSCRIBER CERTIFICATION
OF USE FOR
NON-PUBLIC INFORMATION EXCEPTED FROM RESTRICTION**

WHEREAS, the Federal Gramm-Leach-Bliley Act, 15 U.S.C.A. Section 6801 *et seq.* (2000), (“GLB Act”) was enacted to protect the use and disclosure of non-public personal information, including, in certain instances, the use of identifying information only; and

WHEREAS, the Federal Fair Credit Reporting Act, 15 U.S.C. Section 1681 *et seq.* (“FCRA”) was, in part, enacted to address the collection and use of information concerning consumers that relates to an individual’s credit-worthiness, credit standing, credit capacity or the general reputation of the individual; and

WHEREAS, the GLB Act provides limited exceptions under which such information may be used;

NOW, THEREFORE, _____ (“Subscriber”) hereby certifies to National Intelligence Service, (“NIS”) that Subscriber has determined that Subscriber’s use of certain identification-only products (“Reference Products”), including but not limited to, Credit Header Products is pursuant to an exception under the GLB Act and/or constitutes a permissible purpose as defined by the FCRA and;

These Reference Products constitute individual reference products under the Individual Reference Service Group Principles, dated December 15, 1997 (“IRSG Principles”). Subscriber acknowledges that it is in its best interest to implement the IRSG Principles and agrees, that in addition to using these Reference Products pursuant to a GLB Act exception and/or a permissible purpose as defined by the FCRA, it will use these Reference Products in compliance with IRSG Principles. Subscriber hereby certifies that its use of the Reference Products shall be for the GLB Act exception(s) and/or the FCRA Permissible Purpose(s) designated on the attached document, (Exhibit A), “Certification of uses for Non-Public Information Products”

By signing below, Subscriber acknowledges that Subscriber has read and does understand the information set forth above and understands that failure to abide by the principles of the IRSG or attempting to access restricted information for any reason other than as designated by Subscriber in Exhibit A may result in immediate termination of access or to other remedies. Further, Subscriber acknowledges receipt of “Access Security Requirements” (Exhibit B) and “Restricted Uses” (Exhibit C) and agrees to abide by the terms and conditions described therein.

Subscriber understands that NIS cannot provide legal advice regarding the appropriate uses of non-public, personal information and that it is Subscriber’s obligation and responsibility to seek legal counsel in interpreting the applicable laws and IRSG principles. However, regardless of the opinion of Subscriber’s legal counsel, NIS will allow or restrict access to products based on NIS’ understanding of the applicable laws and IRSG principles. All such decisions are the sole discretion of NIS and shall be final.

Subscriber acknowledges that the data it obtains from NIS is compiled by NIS from numerous suppliers and that Subscriber has been allowed access to the data because of its representations of its authorized use of this data. Subscriber shall indemnify, defend and hold harmless NIS and its suppliers from and against any and all liabilities, damages, losses, claims, costs, fees and expenses (including attorney fees) arising out of or related to Subscriber’s use of the data obtained from NIS. NIS and its

suppliers are entitled to enforce the data security, use, legal compliance, and indemnification provisions of this and all other Agreements by and between Subscriber and NIS directly against the Subscriber as third party beneficiaries. If Subscriber obtains information for an improper purpose or without the proper consent under the FCRA, GLB or any other applicable law, or uses the report improperly, or allows the resale of credit information, Subscriber agrees that such are material breaches of this Agreement and such a breach may result in immediate termination of this Agreement and access. Subscriber further agrees that such an act would cause NIS irreparable harm and that damages are not readily determinable and agrees to pay NIS the sum of \$100,000 as liquidated damages for such breach.

NIS will, from time to time, in the ordinary course of business, in order to fulfill its compliance obligations, routinely and randomly audit, through a variety of means, the use of information obtained by NIS Subscribers from NIS. Subscriber agrees to provide to NIS such access or documentation as NIS deems necessary to perform such audits in order to verify the legitimacy of a request for non-public information. NIS shall protect the confidentiality of all information obtained through such audits. Subscriber acknowledges that failure to provide such access or documentation may result in immediate restriction of access or other remedies.

This certification shall be treated as confidential information and Subscriber shall not directly or indirectly disclose to any third party the terms of this certification without NIS' prior written consent. This certification shall amend any Agreement or Individual Reference Services Products Addendum which pertains to the subject matter hereof which is currently in existence between NIS and Subscriber.

Printed or Typed Name of Company (Full Legal Business Name)

Printed or Typed Name of Authorized Signer

FEIN (or SSN of sole proprietor)

Title of Authorized Signer

Signature

Date

ACKNOWLEDGEMENT

On the _____ day of _____, 2001, before me personally came _____ (Name)

to me known, who, being by me duly sworn and say that he/she is the _____ (Title)

of _____ (Business Name)

the business described in and which executed the foregoing instrument. If the business is a corporation, the individual has stated that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the board of directors of said corporation, and that he/she signed his/her name thereto by like order.

“ACCESS SECURITY REQUIREMENTS”

We recognize and accept our obligation to support and implement policies that protect the confidential nature of information we provide through our services (which include providing access to information contained in the databases of the three national credit bureaus) and to ensure respect for consumer’s rights to privacy. Therefore, we provide our services only to pre-approved companies that have an acceptable use for credit headers and credit header information.

We strive to achieve and to enforce the highest levels of legal and ethical conduct in the use of credit header information. We seek to tailor our credit header products, and to limit access to them, in a fair and balanced manner, one that respects both legitimate needs for information and legitimate privacy concerns. We provide the following notice to you so that you may avoid falling under the restrictions imposed by the Fair Credit Reporting Act (FCRA).

You may only use credit header information to locate or to further identify the subject of that credit header information. You may not and should not use credit header information, in whole or in part, to determine a consumer’s eligibility for credit, for employment, or for insurance, nor may you use credit header information for any other purpose for which you might properly obtain a consumer report, except in connection with collection of a debt. If adverse action is to be taken against the subject of a credit header report and the basis for such adverse action is information obtained or derived from credit header information, you must verify such information from another source before taking such adverse action.

We require all third-party users to take strict precautions to secure any system or device used to access credit header information. To that end, we have established the following requirements:

1. You must appoint and identify a Security Designate who will have responsibility within your company to oversee the stipulations listed below. Name: _____ Title: _____
(Type or Print) (Type or Print)
2. You consider and treat your account number and password as “sensitive information.” You must protect your account number and password in a way that assures that only key personnel have access to and knowledge of this sensitive information. Under no circumstances should you give unauthorized persons information concerning your account number or password. You must notify NIS immediately so that new passwords can be issued when: those company personnel who have access to NIS’ data are terminated from employment, transferred and/or job duties have been reassigned where access to data is no longer required; or you become aware of suspect or questionable activity regarding access to NIS’ data; or you become aware of any potential compromise of your systems that may expose NIS’ data to security vulnerabilities.
3. The system access software you use (whether developed by you or purchased from a third-party vendor) must “hide” or “embed” your account number and password so that only supervisory personnel know your account number and password. You must assign each end user of your system access software unique passwords.

4. You must not discuss your account number and password over the telephone with any unknown caller, even if the caller claims to be our employee.
5. You must restrict the ability to obtain credit header information to a few key personnel.
6. Credit header information obtained through our service CANNOT be sold to the general public, in whole or in part, under any circumstances.
7. Credit header information you obtain through our service must be obtained on the basis of an "Acceptable Use," as defined in the industry principles developed by the Individual Reference Service Group (IRSG) with the assistance of the Federal Trade Commission (http://www.irsg.org/html/industry_principles_principles.htm) and must be used pursuant to an exception as defined by the Gramm-Leach-Bliley Act and/or a permissible purpose as defined by the federal Fair Credit Reporting Act.

A violation of the IRSG Principles may constitute an "unfair and deceptive practice" under the Federal Trade Commission Act.

By signing below, you acknowledge that you have read and understood the information set forth above, and that you understand that we will deny service to you if you fail to abide by these rules and principles.

Company Name

Typed or Printed Name Authorized Signer

Company Address

Authorized Signature

Tax ID

Date

RESTRICTED USES

The following is a list of unacceptable uses for our services, products or information:

1. May NOT be used to locate suspects in a criminal or civil lawsuit in order to develop a news story.
2. May NOT be used to track down victims of fraud, their family members or friends to develop a news story.
3. May NOT be used to locate lost loves, friends, family members or for personal reasons (e.g. dating, etc.)
4. May NOT be used for purposes that may cause physical or emotional harm to the subject of the report (e.g. stalking, harassing, etc.)
5. May NOT be used to search for individuals involved in an adoption (children, parents, siblings, etc.)
6. May NOT be used to locate personal information on well known / high profile celebrities, government officials, etc.
7. May NOT be used in connection with credit repair services, to locate previous debtors or to assist in the determination of whether or not to file a personal lawsuit or judgement against the subject of the report.

8. May NOT be used to access individual reference data on ones self or out of personal curiosity.
9. May NOT be used by Professional and Commercial users for purposes that are not within their normal course of business (e.g. A collection agency may NOT use our services / products to locate a witness to a crime)

A violation of the IRSG Principles may constitute an “unfair and deceptive practice” under the Federal Trade Commission Act.

By signing below, you acknowledge that you have read and understood the information set forth above, and that you understand that we will deny service to you if you fail to abide by these rules and principles.

Typed or Printed Company Name

Typed or Printed Name Authorized Signer

Company Address

Authorized Signature

Tax ID or SSN

Date

CERTIFICATION of Uses for Non-Public Information Products

Check all uses that apply.

| FCRA Permissible Purposes | GLB Exempted Uses | IRSG Acceptable Uses |
|--|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Child Support Enforcement <input type="checkbox"/> Employment Screening <input type="checkbox"/> Employment Verification <input type="checkbox"/> Collections <p><i>Note: We are required to provide you with additional documentation and secure additional certification from you if you require access to FCRA Permissible Products. <u>Please act quickly to avoid interruption of your access!</u></i></p> | <ul style="list-style-type: none"> <input type="checkbox"/> Witness & Victim Locating <input type="checkbox"/> Apprehending Criminals <input type="checkbox"/> Locating Fraud Victims <input type="checkbox"/> Fraud Prevention <input type="checkbox"/> Product Recalls <input type="checkbox"/> Locating Former Employees <input type="checkbox"/> Insurance Claims Investigations <input type="checkbox"/> For required institutional risk control or for resolving consumer disputes or inquiries <input type="checkbox"/> Other (Please Explain) <hr/> <hr/> <hr/> <hr/> | <ul style="list-style-type: none"> <input type="checkbox"/> Locate Alumni, Class Reunions <input type="checkbox"/> Legal Process Service <input type="checkbox"/> Locate Former Patients (Medical Industry Only) <input type="checkbox"/> Locate Missing Persons <input type="checkbox"/> Locate Beneficiaries and Heirs <input type="checkbox"/> People Locator Service <input type="checkbox"/> Find Owners of Unclaimed Goods <input type="checkbox"/> Other (Please Explain) <hr/> <hr/> <hr/> |

Any use identified as "other" is subject to NIS' approval.

While other uses for non-public records may be allowable under the FCRA, GLB and the IRSG, the purposes for which we may allow access to these products are limited to those listed above.

I hereby certify that the above-checked uses for National Data Research / NIS Products constitute all the purposes for which we will request non-public information from National Data Research / NIS . In signing this certification, I agree to inform Tracers *in advance* should my company require non-public information for any reason other than those indicated above.

Printed or Typed Name of Company

Printed or Typed Name of Authorized Signer

FEIN or SSN

Title of Authorized Signer

Signature

Date

National Intelligence Service (NIS)
SUBSCRIBER and DISCLAIMER AGREEMENT

This Agreement is entered into on _____, 20____, by and between _____ (referred to herein as “Subscriber”) and National Intelligence Service(hereafter referred to as “NIS”) for commencement of services to begin on _____.

(to be completed by NIS)

1. **SERVICES:** NIS will furnish Subscriber on request consumer and business information or other data stored or accessed by Tracer’s reporting system. Subscriber will provide NIS with appropriate identifying information as to itself, its owners, partners, and/or officers of the business entity and other requested information.
2. **PERFORMANCE:** NIS will exercise its best efforts to deliver accurate, up-to-date information in response to Subscriber’s requests in an expeditious and efficient manner, and will use its best efforts to regularly maintain and augment its information gathered from its suppliers and from selected public records and to make reasonable efforts to verify that its sources of information are accurate to the greatest extent possible. but obligation or liability to Subscriber for any delay or failure of NIS in its performance under this agreement is limited to the terms set forth herein.
3. **LIMITATION OF LIABILITY:** Subscriber and NIS agree that the limitation of NIS’ liability to Subscriber will be the return of the fee paid by Subscriber to NIS for the data accessed to the extent said data and information is found to be the sole basis upon which Subscriber incurred any injury or damage resulting from furnishing of such information by NIS. In no event will NIS be liable to Subscriber for any other damage, consequential damages, omissions, or any other costs and expenses whatsoever except as expressly agreed to here and above. Additionally, Subscriber hereby holds harmless all directors, officers, employees, agents, or suppliers of NIS for any injury or damages as a result of NIS furnishing such data or information to Subscriber as set forth here and above.
4. **INDEMNIFICATION:** Subscriber shall indemnify, defend, and hold NIS harmless from and against all costs and liabilities which may be asserted/assessed against NIS based upon the improper use by Subscriber of credit, asset, or any other information furnished to Subscriber by NIS.
5. **CONTRACT IN ENTIRETY:** This agreement sets forth the entire understanding and agreement between NIS and Subscriber and supersedes any prior or contemporaneous oral or written agreements or representations; it may be modified only by a written amendment duly executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of Florida.
6. **SUBSCRIBER USE LIMITATIONS:** Subscriber certifies and agrees that it will request and use or criminal conviction history information or asset information or records of any other nature received from NIS solely in connection with transactions involving the consumer or business entity as to whom information is sought and will not request and use such information for purposes prohibited by law. All such information shall be maintained by Subscriber as prescribed by law and disclosed only to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested and will not sell or otherwise distribute to third parties any information received hereunder, except as otherwise required by law.

Initials _____

7. **COMPLIANCE BY SUBSCRIBER WITH ALL PROVISIONS OF FEDERAL FAIR CREDIT REPORTING ACT --(Public Law 91-508, 16 USC Section 1681 et seq., sub sec 603-615):** Information will be requested only for Subscriber’s exclusive use, and Subscriber will certify for each request the

purposes for which the information is sought and that the information will not be used for other purposes. Subscriber agrees and understands that NIS will only furnish consumer credit reports to a Subscriber who NIS has reason to believe will use the report for permissible purposes, namely: (a) in connection with a credit transaction involving a consumer on whom the information is to be furnished; or (b) for employment; or (c) in connection with the underwriting of insurance involving the consumer; or (d) in connection a determination of the consumer's eligibility for a license or other benefits granted be a government agency as required by law; or (e) any otherwise legitimate business need for information in connection with a business transaction involving the consumer.

8. **CRIMINAL CONVICTION HISTORY:** The purpose for a Criminal Conviction History search must meet the following requirements: Freedom of Information Act 5USC552; Crime Control Act, Title 28, Privacy Act, Public Law 93-579 5USC522(a), Title 6 Fair Credit Reporting Act, Public Law 91-508; and all other state or federal laws that may pertain to the investigation undertaken.
 9. **CHARGES AND PAYMENT REQUIREMENTS:** Access to Services is offered only to companies and individuals upon completion of Application for Services, signing of this Agreement and verification by NIS of all information supplied. For all responses to requests for information (including "no record" responses), Subscriber agrees to pay NIS the applicable charges then prevailing for the various services rendered to Subscriber, or any minimum monthly charges agreed to in Amendment A in consideration of reduced charges. Prevailing charges will be specified in NIS' published Price Lists and/or individual price quotes. NIS reserves the right to change its fees and prices in the pricing schedule at any time in the term by giving Subscriber advance written notice. Payment by Subscriber shall be due fifteen (15) days from date of invoice.
 10. **PAST DUE ACCOUNTS:** At the option of NIS, payments not received fifteen (15) after the date of the invoice will cause Subscriber's account to be placed on HOLD, with no additional requests being processed until the balance due is paid in full. Past due balances will be charged 1.5% per month service charge. Accounts that become 30 days or older will incur a \$10.00 service charge for rebilling or will be billed directly to Subscriber's credit card. Subscriber and/or authorized parties further agree to pay any and all costs of collection on unpaid balances, including but not limited to reasonable attorney fees, court costs, and expenditures related thereto.
 11. **GOVERNING LAW, VENUE and ATTORNEY'S FEES:** This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of Florida, which are intended to supersede any choice of laws rules which might require the application of the laws of another jurisdiction. Both parties hereby consent to the jurisdiction of the courts of Florida, whether federal, state or local, with respect to actions brought to enforce or interpret this Agreement. Venue for all actions shall be in the state of Florida. The prevailing party in any arbitration, or permitted legal or equitable action, shall be entitled to an award of its reasonable attorneys' fees and costs in enforcing its rights under this agreement.
 12. **VIOLATIONS:** Any violation of state or federal law shall result in immediate irrevocable termination upon conviction, with time having run out for appeal. However, NIS may suspend services upon finding by the court or a jury verdict.
 13. **DEFINITION OF RESPONSIBLE PARTY:** "Responsible Party" shall be defined as those persons who have access to the client account issued by NIS to facilitate inquiries into information systems and databases provided by NIS, including passwords necessary for computer access should such access be granted to Subscriber by NIS. "Responsible Party" also includes the persons whose names and/or signatures appear upon said Agreement and New Account Application (attached), including owner, partner, president, vice president, secretary, treasurer, qualified manager, licensees, or other authorized agents of said Subscriber entity. In the event of unauthorized access into the information systems and databases provided by NIS, Subscriber and its responsible parties shall bear full responsibility for any unauthorized or unwarranted inquiries, including payment for said inquiries as set forth in Section 9 and 10 of this Agreement.
- Initials _____
14. **TERMS:** This agreement shall continue in force without any fixed date of termination; however, either NIS or Subscriber may terminate the Agreement upon fifteen (15) days prior written notice to the other or by Subscriber violating rules of membership. Subscriber must include payment in full along with cancellation letter. Non-payment or breach of this Agreement may cause immediate revocation of privileges without prior notice by NIS.

15. **SIGNING OF THIS AGREEMENT** and completion of the New Account Application in its entirety shall indicate that all statements and information as provided by Subscriber are, to the best of Subscriber's knowledge, true and correct. Subscriber further agrees that the intended use of all information, as provided under this contract through NIS, will be utilized within the legal purposes as set forth in the Agreement, as NIS assumes no liability, directly or indirectly, for the misuse of said information by Subscriber.

In signing below, Subscriber authorizes NIS to obtain a credit report in connection with a request for a new account or a change in Subscriber's credit limit. NIS has the right to report to others its credit experiences with Subscriber. Upon request, NIS will furnish to Subscriber the name and address of each Consumer Reporting Agency from which credit information was obtained.

IN WITNESS WHEREOF, NATIONAL INTELLIGENCE SERVICE and Subscriber have caused this Agreement to be executed by their duly authorized representatives as of the date first written below.

SUBSCRIBER (Company Name): _____

BY: _____ TITLE: _____
(Authorized Signature)

Please Type or Print your name: _____

DATE: _____ FED ID# _____
