

CLIENT APPLICATION CHECKSHEET

PYRAMID CREDIT SERVICES

Division of CIS SW, LLC.

404 W BROADWAY #103

TEMPE AZ 85282

PHONE 480-731-9151 / FAX 480-731-9858

COMPANY NAME: _____

ACCOUNT NUMBER: _____

PRINCIPAL: _____

Original contract date: _____

Update contract date: _____

Contract _____

Credit Report _____

Business/State License _____

Site Inspection _____

Lease _____

Web Page/411 verif. _____

Drivers License _____

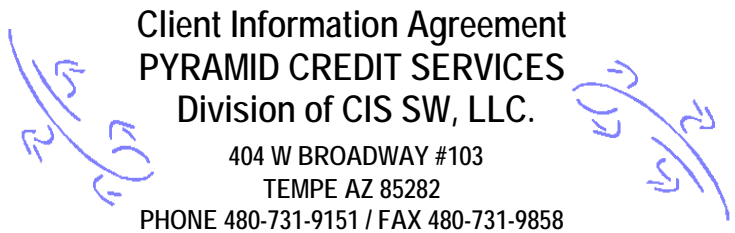
Business Card _____

Bank / References _____

Office Photos _____

Letter of Intent _____

Complete contract along with all above referenced items must be received by Pyramid Credit Services a Division of CIS SW, LLC, prior to setup of any new accounts.



**Client Information Agreement
PYRAMID CREDIT SERVICES
Division of CIS SW, LLC.**

404 W BROADWAY #103
TEMPE AZ 85282
PHONE 480-731-9151 / FAX 480-731-9858

GENERAL COMPANY INFORMATION

Client Name _____

DBA _____

Physical Address _____

City _____ State _____ Zip _____

Phone _____ Cell _____ Fax _____

Previous Address _____

City _____ State _____ Zip _____

Fed / State Tax ID _____ State Banking# _____

Your Business Location is (please select one): Commercial _____ or Residential _____

REFERENCES

Bank _____ Telephone _____

Branch Address _____ Contact _____

Checking Account # _____

Business Reference _____ Telephone _____

Business Reference _____ Telephone _____

Business Reference _____ Telephone _____

PRINCIPAL OF THE COMPANY

AUTHORIZATION: I understand that by completing the information below, I authorize PMS/CIS to obtain credit information on me, and that my creditworthiness may be considered in the application approval process. My signature below guarantees all obligations and liabilities of the above named company to Pyramid Credit Services div of CIS SW LLC

*** Signature _____

Principal/GTD _____ SS# _____

Home Address _____

City _____ State _____ Zip _____

BILLING CONTACT / BILLING AUTHORIZATION

Name _____ Phone _____

E-Mail Address _____

Signature _____ Date _____

Credit Card _____ Exp _____

Billing Address _____

City _____ State _____ Zip _____

Phone _____ Cell _____ Fax _____

Customer shall receive a monthly invoice from the Company or its affiliates, for services performed. Terms are DUE UPON RECIEPT and Customer agreed to pay accordingly. Past due accounts shall accrue interest at the rate of 1.5% per month. Any accounts becoming 60 days delinquent will be placed on credit hold, and will be denied access to all services including work in process until account is brought current. Account will be reopened at the sole discretion of the Company. A credit in the amount of the one bureau infile report will be applied towards a final tri-merged report or a credit shall be applied for infile towards a final RMCR should either be ordered within 30 days from the original inquiry date. Customer agrees to pay a maximum of \$30.00 for bad check fees for each returned check. Upon second return of same check client will provide cashiers check for payment in full or credit card number for pending charges. Should the Customer suspect fraudulent use of their account, they shall contact the Company immediately by phone and in writing. Customer agrees to pay reasonable attorney or collection costs should the account become delinquent. The above-signed customer personally guarantees payment of any and all debts incurred along with any ancillary credit card charges and charge-backs incurred by and to the company or its partners and affiliates. Should the Company require account to be guaranteed by a credit card, Customer's credit card shall be automatically billed for any and all outstanding current and past due charges on the 31st day. Should Customer's credit card be declined for any reason account will be places on credit hold until account charges are brought current

USER SERVICE AGREEMENT

1. The undersigned User hereby petitions Pyramid Credit Services a div of CIS SW LLC (PMS/CIS) to render service in accordance with its customary practices, for which User agrees to pay promptly on billing by PMS/CIS all fees for services provided. PMS/CIS may from time to time diminish or increase the charges to User by written notice mailed or delivered to User at its business address and in such event User agrees to pay to revised charges unless User shall terminate this agreement as hereinafter provided.

As a PMS/CIS Client you certify that your **permissible purpose / intent of use** for ordering credit reports is:

- A. In connection with qualifying a mortgage applicant; or
- B. 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
- C. In connection with the underwriting of mortgage transactions involving the consumer or review of existing mortgage transactions for mortgage underwriting purposes where written permission of the consumer has been obtained; or
- D. In connection with a tenant screening application involving the consumer; or
- E. When Subscriber otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the account; or
- F. As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.
- G. Subscriber certifies that it ____ IS or ____ IS NOT a "retail seller," as defined in Section 1802.3 of the California Civil Code and ____ DOES or ____ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person and subscriber agrees to comply with all applicable provisions of California Credit Reporting Agencies Act.
- H. Subscriber certifies that it will order information services relating to Vermont residents that are credit reports as defined by Vermont Fair Credit Reporting Act, only after obtaining prior written consent from Vermont consumers in accordance with VFCRA Section 2480c and applicable Vermont Rules.

*** Your Permissible Purpose is (please select from above list): _____

2. User certifies that it will request consumer reports pursuant to procedures prescribed by PMS/CIS from time to time and only for the permissible purpose certified above, and will use the reports obtained for no other purpose. User shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and not to disclose it to any third parties; provided, however that User 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. User agrees that consumer reports on employees will not be requested, except in exercise of their official duties. User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry. User further agrees, as requested, promptly to furnish by telephone or in writing to PMS/CIS all required information covering transactions by the User and its consumers, and to indemnify PMS/CIS, Trans Union, Equifax Information Services, Experian Information Solutions, any other consumer reporting vendors, and each of the other Users and the officers and employees of each, jointly and severally, from any loss, damage, attorney's fees and costs arising from any claim or suit based on alleged violation of any provision of this agreement.
3. This agreement shall continue in force without any fixed date of termination, subject to cancellation by either party upon ten (10) days prior written notice mailed or delivered to the office of the other party; further subject to the right of PMS/CIS at any time and without prior notice, to terminate this agreement in event of any federal or state law or decision which affects the economic operation of PMS/CIS or any violation by User of any provision of this agreement, and further subject to the right of User at any time and without prior written notice, to terminate this agreement in event of increase in charges to the User, as provided herein.
4. No information furnished to User is guaranteed nor is PMS/CIS in any way responsible for such information. PMS/CIS shall not be responsible or liable for any loss caused by neglect or act of any of its servants, agents, attorneys, clerks or employees in procuring, collecting and communicating any information furnished by or to User. No promise, statement, representation or agreement made by any employee or other representative of PMS/CIS and not expressed in this agreement shall bind it contractually or otherwise to User.
5. User hereby agrees to comply with all policies and procedures instituted by PMS/CIS and required by PMS/CIS' consumer reporting vendors. PMS/CIS will give User as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. User may terminate this agreement at any time after notification of a change in policy in the event User deems such compliance as not within its best interest.
6. User agrees that PMS/CIS and PMS/CIS' consumer reporting vendors shall have the right to audit records of User that are relevant to the provision of services set forth in this Agreement. User further agrees that it will respond within a

requested time frame for information requested by PMS/CIS consumer reporting vendors regarding information provided by such vendor. User understands that such vendor may suspend or terminate access to the vendor's information in the event User does not cooperate with such an investigation.

7. (a). During the term of this Agreement, User agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation the FCRA, with any changes enacted to FCRA during the term of this Agreement, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by PMS/CIS' consumer reporting vendors. Without limiting the foregoing, PMS/CIS may from time to time notify User of new additional, updated or new requirements relating to such laws, compliance with which will be a condition of PMS/CIS' continued provision of the credit information to User, and User shall utilize training materials to train and educate its employees in proper security procedures consistent with industry standards. In addition, such new requirements might require price increases. User agrees to comply with any such new requirements no later than ten (10) days after it actually receives notice from PMS/CIS and such requirements shall be incorporated into this Agreement by this reference. User understands and agrees that PMS/CIS may require evidence, including a certification that User understands and will comply with applicable laws.

(b). User will implement strict security procedures designed to ensure that User's employees and customers use the services and the credit information in accordance with this Agreement and for no purposes other than as permitted by this Agreement. User will treat and hold the services and the credit information in strict confidence and will restrict access to the services and the credit information to User's employees and customers who agree to act in accordance with the terms of this Agreement and applicable law. User will inform User's employees and customers to whom any credit information is disclosed of the provisions of this Agreement. User agrees to indemnify PMS/CIS for any claims or losses incurred by PMS/CIS as a result of the misuse of the services or the credit information by User or User's affiliates, employees, agents, subcontractors or customers in violation of this Agreement.

8. (a). User shall notify PMS/CIS of any breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person within 24 hours following discovery thereof.

(b). In the event of such a breach, User agrees to cooperate with PMS/CIS and with PMS/CIS consumer reporting vendors in any investigation relating thereto. The nature and timing of any notifications required herein shall be under the control of PMS/CIS consumer reporting vendors, unless otherwise required by law.

(c). For purposes of this Agreement, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(d). For purposes of this Agreement, "personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(1) Social security number.

(2) Driver's license number.

(3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(e). For purposes of this Agreement, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(f). For purposes of this Agreement, "notice" may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) E-mail notice when the User has an e-mail address for the subject persons.

(4) Conspicuous posting of the notice on the web site of the User.

(g). The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(h). The notification may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

(i). In the event the breach is determined by PMS/CIS' consumer reporting vendors to be within the control of User, User shall be required to provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one year in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft from at least one of the national consumer credit reporting bureaus. If PMS/CIS consumer reporting vendors receive fines for such breach PMS/CIS may assess User an expense recovery fee.

9. If approved by PMS/CIS and PMS/CIS' consumer reporting vendors, User may deliver the consumer credit information to a third party, secondary user with which User has an ongoing business relationship for the permissible use of such information. PMS/CIS' consumer reporting vendors may charge a fee for the subsequent delivery to secondary users.

10. User certifies that User will not resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity and agrees that PMS/CIS may verify, through audit or otherwise, that User is in fact the end user of the credit information.

11. User agrees to notify PMS/CIS of any change of ownership or control fifteen days prior to any such change. PMS/CIS may require the new ownership to re-apply for the services provided for herein and may require a new physical inspection in the event the office location is changed.

12. User hereby authorizes PMS/CIS to provide copies of any information regarding User to PMS/CIS consumer reporting vendors.

13. User agrees that PMS/CIS may monitor User on an ongoing basis to determine User's compliance with applicable law and the provisions of this Agreement. In the event PMS/CIS determines that User is not in compliance with applicable law or this Agreement, PMS/CIS may immediately discontinue services under this Agreement. User shall remain responsible for the payment for any services provided to User by PMS/CIS prior to any such discontinuance.

14. PMS/CIS will provide, and User will utilize, training and training materials to User in order for User to comply with the federal Fair Credit Reporting Act and Fair and Accurate Credit Transactions Act 2003 and with the policies and procedures required by PMS/CIS' consumer reporting vendors. www.ftc.gov/os/statutes/fcrajump.htm Failure to comply will result in state or federal enforcement actions, as well as private lawsuits (Section 161, 617, and 621) In addition; any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution (Section 619).

15. OFAC Alert is an information service that is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes; or any other purpose authorized under the FCRA. Accordingly, User certifies it will not use any information provided through the OFAC Alert Service as part of its decision-making process for determining the consumer's eligibility for any credit products or other products, benefits (including the opportunity to rent a dwelling) or services applied for. User acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government maintained lists of persons subject to economic sanctions, and User further certifies that upon receipt of an OFAC Alert, it will contact the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not apply to the consumer whose eligibility is being considered by User.

17. 15 U.S.C. 1681 *et seq.* also requires certain other responsibilities of users of consumer reports from consumer reporting agencies. .

18. User acknowledges additional responsibilities and guidelines regarding credit scores included with consumer reports provided by PMS/CIS, attached to this Agreement as End User and Score Addendum.

19. User agrees to fully support and implement policies that protect the confidential nature of information furnished by and through PMS/CIS and insure respect for consumers' rights to privacy. User will subscribe to the Access Security Requirements furnished on Security Addendum and will make all employees who access credit aware of these policies.

20. 15 U.S.C. 1681 ET SEQ. PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, UNITED STATES CODE, IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

21. This Agreement shall be governed by and construed under the laws of the State of Arizona.

DATED this _____ day of _____, 20____.

USER (Company Name)

PMS/CIS
CONSUMER REPORTING AGENCY

Authorized Signature

Authorized Signature

Printed Name

Kristy Eib

Title

President / Managing Member

Street Address

404 W Broadway #103

City State Zip

Tempe, AZ 85282

SECURITY ACCESS AGREEMENT

It is a requirement by law that all PMS/CIS subscribers take every precaution to secure any system or device used to access consumer credit information with special consideration given to the Infinity Browser access. Every company employee who seeks access must read this Access Security Requirement before a login password will be issued. As such, the following requirements have been established.

- Your PMS/CIS subscriber number and password must be protected in such a way that all sensitive information is known only to key personnel. Under no circumstances should unauthorized persons have knowledge of your PMS/CIS password. The information should not be posted in any manner within your facility. Any system access software you may use, whether developed by your company or purchased from a third party vendor, must have your PMS/CIS subscriber number and password "hidden" or "embedded" so that the password is known only to supervisory personnel. Each user of your system access software must then be assigned unique logon passwords.
- Your PMS/CIS subscriber number and password are not to be released by telephone to any unknown caller, even if the caller claims to be a PMS/CIS employee.
- Any terminal devices used to obtain credit information from PMS/CIS should be placed in a secure location within your facility. Access to the devices should be difficult for unauthorized persons.
- The ability to obtain credit information from PMS/CIS must be restricted to a few key personnel and the operator's name or initials are to be included on each inquiry made to PMS/CIS.
- Any devices/systems used to obtain PMS/CIS consumer reports should be turned off and locked after normal business hours, or when unattended by your key personnel.
- Hard copy PMS/CIS consumer reports are to be secured within your facility and protected against release or disclosure to unauthorized persons and shall be shredded when they are no longer needed and when it is permitted to do so by applicable regulations.
- User shall notify PMS/CIS in writing of any breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person within 24 hours following the discovery of such a breach. For the purpose of this Agreement, a breach shall mean unauthorized use or acquisition of consumer information (credit report data) by any employee, owner or agent affiliated with User, the use or acquisition of consumer information (credit report data) by an unknown person not associated with User, or the loss or unknown whereabouts of borrower's data (credit report data). User shall be defined as any owner, employee or agent of the company or companies named on this Business Contract.
- In the event of a breach, User shall provide to each affected or potentially affected consumer at User's cost, a bureau approved credit-monitoring service for a one-year term.
- Pyramid Credit Services a div CIS SW LLC reserves the right to audit User's facility upon request to verify that the required security measures and procedures are in place and being adhered to.

"ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN ONE YEAR, OR BOTH."

Signature:

Title:

Date:

ENDUSER / SCORE ADDENDUM

Client ("End User") warrants that it has an agreement for products and services and an account in good standing with Pyramid Credit Services a div CIS SW LLC ("PMS/CIS") for a permissible purpose under the Fair Credit Reporting Act to obtain the information in a Fair Isaac Credit Repository Score(s) (Empirica, FICO, Beacon) and their reason codes.

End User certifies that all scores and reason codes whether oral or written shall be maintained by the applicant in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purpose for which the report is requested and will not sell or otherwise distribute to third parties any information received, except as otherwise required by law.

Unless explicitly authorized in this Agreement, or in a separate agreement between PMS/CIS and End User, for scores obtained from credit repository, or as explicitly otherwise authorized in advance and in writing by credit repository through PMS/CIS. End User shall not disclose to consumers or any third party, scores provided under this Agreement, unless clearly required by law. Reason codes may be utilized to assist in preparing an adverse action (denial letter) to consumer.

End User shall comply with all applicable laws and regulations in using the Scores and reason codes.

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

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

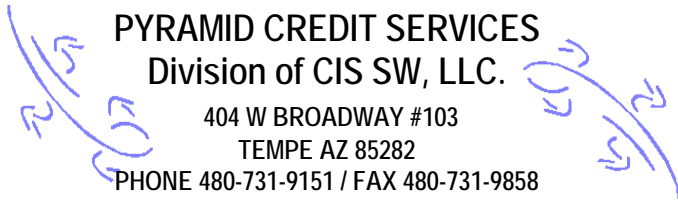
Warranty: Credit Repository, Fair Isaac warrants the Credit Repository Score Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Credit Repository Score Model is applied is similar to the population sample on which the Credit Repository Score Model was developed, Credit Repository Score Model may be relied upon by PMS/CIS and/or End Users to rank consumers in order of the risk of unsatisfactory payment such consumers might present to End Users. Credit Repository/Fair Isaac further warrants that so long as it provides the Credit Repository Score Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et seq. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES CREDIT REPOSITORY/FAIR ISAAC HAVE GIVEN PMS/CIS AND/OR END USERS WITH RESPECT TO THE CREDIT REPOSITORY SCORE MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED CREDIT REPOSITORY/FAIR ISAAC MIGHT HAVE GIVEN PMS/CIS AND/OR END USERS WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Broker and each respective End User's rights under the foregoing warranty are expressly conditioned upon each respective applicant's periodic revalidation of the Credit Repository Score Model in compliance with the requirements of regulation B as it may be amended from time to time (12 CFR section 202 et seq.)

I HAVE READ THIS CONTRACT AND AGREE TO THE TERMS AND CONDITIONS STATED ABOVE.

Signature

Title

Date



PYRAMID CREDIT SERVICES

Division of CIS SW, LLC.

404 W BROADWAY #103

TEMPE AZ 85282

PHONE 480-731-9151 / FAX 480-731-9858

INDEPENDENT LOAN OFFICER AGREEMENT (ILO)

(Must be completed in full)

Authorization: The undersigned ILO guarantees payment of all charges incurred by ILO or on his/her behalf from PMS / CIS. ILO understands that they must pay for the credit reports either in full every month or by credit card at time of transaction. Customer shall receive a monthly invoice from the Company or its affiliates, for services performed. Terms are DUE UPON RECIEPT and Customer agreed to pay accordingly. Past due accounts shall accrue interest at the rate of 1.5% per month. Any accounts becoming 60 days delinquent will be placed on credit hold, and will be denied access to all services including work in process until account is brought current. Account will be reopened at the sole discretion of the Company. A credit in the amount of the one bureau infile report will be applied towards a final tri-merged report or a credit shall be applied for infile towards a final RMCR should either be ordered within 30 days from the original inquiry date. Customer agrees to pay a maximum of \$30.00 for bad check fees for each returned check. Upon second return of same check client will provide cashiers check for payment in full or credit card number for pending charges. Should the Customer suspect fraudulent use of their account, they shall contact the Company immediately by phone and in writing. Customer agrees to pay reasonable attorney or collection costs should the account become delinquent. The above-signed customer personally guarantees payment of any and all debts incurred along with any ancillary credit card charges and charge-backs incurred by and to the company or its partners and affiliates. Should the Company require account to be guaranteed by a credit card, Customer's credit card shall be automatically billed for any and all outstanding current and past due charges on the 31st day. Should Customer's credit card be declined for any reason account will be places on credit hold until account charges are brought current

ILO agreed to pay all miscellaneous charges within 20 days of receipt of the invoice and understands that if account is unpaid and the credit card on file is declined it will be considered delinquent and account will be disabled. In such an event a \$50 (per month past-due) reactivation fee will be assessed and must be paid in order to resume use of PMS/CIS system. Any account more that 60 days past due will be placed for collections with an outside agency. ILO agrees to use PMS/CIS credit reports under proper permissible purpose use. In addition, ILO agrees to the same terms and conditions of User Service Agreement as parent company including but not limited to permissible purpose requirements, end user / scoring requirements and security access requirements and understands and authorizes PMS/CIS to obtain credit information on me, and that my creditworthiness may be considered in the application approval process.

Parent Company Name: _____ Co Id _____

ILO Name /Signature _____

SS # _____ Email _____

Home / Billing Address _____

City _____ State _____ Zip _____

Office Phone _____ Cell Phone _____ Fax _____

Credit Card _____ Exp _____