

**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. 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, 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 the form of Exhibit A attached hereto, 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 for its use along with instructions on how to use TRV Services.

SECTION TWO. 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. Subscriber agrees not to duplicate or reproduce or in any way use any *TRV* Report, contents thereof, or product of other *TRV* Service(s) for purposes other than their own use, although in circumstances where third parties share a legitimate business risk in the same consumer transaction as the Subscriber (“Shared Transaction”), such as mortgage insurers and secondary market investors if the transaction is a mortgage, the Subscriber may share with these third parties information from *TRV* Services relative to the Shared Transaction. However, the Subscriber agrees to take reasonable precautions to insure 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, 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*.

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 Exhibit B attached hereto and made a part hereof, 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 Exhibit B.

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, 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, 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 verify 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 **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.

7.3 **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 7.3, 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.

7.4 **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.

7.5 **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.

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 New Jersey and the laws of New Jersey and the decisions of New Jersey 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 of New Jersey, 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)

Address: _____

By: _____

Please Print
Name and Title: _____

(“Agency”)

By: _____

Please Print
Name and Title: _____

SCHEDULE A

DOCUMENTS 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 1.1 of the Agreement.

- A.1. The IRS Form 4506, or equivalent forms approved in form and substance by Agency (equivalent forms referred to as "Replacement Form") may be used with an Order for a *TRV* Report. However, use of Replacement Forms rather than IRS Form 4506 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.2. ALL documents, including the IRS Form 4506, 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 and Replacement Forms 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.
- A.4. Agency will use its best efforts to have the IRS Form 4506 or Replacement Forms delivered to the IRS promptly. No specific *TRV* Report will be provided to Subscriber if the IRS Form 4506 or Replacement Forms relative to the *TRV* Report in question have a signature date that is older than sixty (60) days of the date the form is delivered to the IRS.
- A.5. Each Order for a *TRV* Report shall 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. Copies of Subject's federal tax return(s), or other information or documents included with an Order may be made available to the IRS by Agency if all, or portions, of the Taxpayer Information differs from the IRS Information for the same tax year; and provided written notification that such an event may occur, such as written notification included in the NCS Form 388 (Authorization To Release), was made in writing to, and signed by, Subject and was included as part of the documents included with the Order.

EXHIBIT A

**TAX RETURN VERIFICATION REPORT
TRV Standard Report**

Taxpayer: TAXPAYER, JOSEPH HENRY
Spouse: TAXPAYER, MARY HELEN
Address: 123 Any St., Anytown, USA 08976

SocSecNo: 123-45-6789
SocSecNo: 456-78-9012

Report No.: 009873 Release Form: 4506 Loan No.: 12345678901234567
Verified: 12/12/98 Ordered By: Mortgage Processor
Date Sent: 12/13/98 Date Recd: 12/11/98
Order No.: 1234567890 Client No.: 12345678901234567890

Reporting Agency: 123456
Anytown Crdit Reporting Agency
123 Any St.
Anytown, USA 12345
123-456-7890
Fax: 123-456-7890

Subscriber: 567890
ABC MORTGAGE LENDER
P.O. Box 1234
Anytown, USA 08992
402-555-5050
Fax: 402-555-5454

CERTIFIED: This report is certified to contain information obtained from the U.S. Internal Revenue Service on the TIN (Taxpayer Identification Number) and Taxpayer name shown above.

Line #	Item	IRS Info	Application	Var
* YEAR 1995 - IRS TAX FORM 1040 - STATUS: MARRIED - FILING JOINT				
7	WAGES	\$118,168	\$198,168	*
8A	TAXABLE INTEREST:SCH B	\$1,254	\$1,254	
8B	TAX EXEMPT INTEREST	\$0	\$0	
12	BUSINESS INCOME OR LOSS: SCH C	\$1,000	\$15,000	*
13	CAPITAL GAINS OR LOSSES: SCH D	\$235	\$2,354	*
15	OTHER GAINS OR LOSSES: F4797	\$0	\$0	
18	RENT,RYLTY,PTNRSHP,SCORP,ESTE:SCH E	\$-16,709	\$0	*
22	OTHER INCOME	\$45	\$45	
31	ADJUSTED GROSS INCOME	\$103,993	\$216,821	*
* YEAR 1996 - IRS TAX FORM 1040 - STATUS: MARRIED - FILING JOINT				
7	WAGES	\$106,219	\$156,219	*
8A	TAXABLE INTEREST:SCH B	\$1,519	\$1,519	
8B	TAX EXEMPT INTEREST	\$0	\$0	
12	BUSINESS INCOME OR LOSS: SCH C	\$500	\$13,996	*
13	CAPITAL GAINS OR LOSSES: SCH D	\$927	\$1,927	*
14	OTHER GAINS OR LOSSES: F4797	\$-14,271	\$0	*
17	RENT,RYLTY,PTNRSHP,SCORP,ESTE:SCH E	\$0	\$0	
21	OTHER INCOME	\$0	\$6,000	*
31	ADJUSTED GROSS INCOME	\$94,894	\$173,661	*
* YEAR 1997 - IRS TAX FORM 1040 - STATUS: MARRIED - FILING JOINT				
7	WAGES	\$161,590	\$191,590	*
8A	TAXABLE INTEREST:SCH B	\$3,550	\$3,550	
8B	TAX EXEMPT INTEREST	\$0	\$0	
12	BUSINESS INCOME OR LOSS: SCH C	\$-2,458	\$12,458	*
13	CAPITAL GAINS OR LOSSES: SCH D	\$0	\$0	
14	OTHER GAINS OR LOSSES: F4797	\$2,335	\$2,335	
17	RENT,RYLTY,PTNRSHP,SCORP,ESTE:SCH E	\$0	\$0	
21	OTHER INCOME	\$-14,000	\$16,000	*
31	ADJUSTED GROSS INCOME	\$149,318	\$218,318	*

END OF REPORT...

EXHIBIT B

TAX RETURN VERIFICATION SERVICES

TRV

(Standard *TRV* Report)

PRICES TO SUBSCRIBER

(per report)

BASED ON NUMBER OF YEARS OF INFORMATION REQUESTED

1 yr.

2 yr.

3 yr.

\$_____

\$_____

\$_____

BUSINESS RETURNS

1 to 3 Years

\$_____
