

# Procedures to Request Information from LexisNexis® Mortgage Industry Data Exchange (MIDEX®)

You probably were contacted by an entity in the mortgage industry that indicated you should contact LexisNexis® Mortgage Asset Research Institute (MARI) to obtain information that we may have about you and/or your company.

## Background

MARI operates and maintains a database service for the mortgage industry called Mortgage Industry Data Exchange (MIDEX). This database includes the following types of information on individuals and companies in the mortgage and financial services industries:

1. Public information from government regulatory agencies and other public sources in the mortgage and financial services industries. This information includes, for the most part, disciplinary, enforcement and legal actions taken by regulators and other public entities.
2. Non-public information provided by companies in the mortgage industry, such as lenders, insurance companies, investors, etc. This information includes incidents involving material misrepresentation or serious misconduct that was discovered through an investigation by a submitting company. Each incident report identifies the originator of record and parties known to be involved with the misrepresentation, if any.

The following procedures outline how you can obtain such information.

## How to Request MIDEX Reports

1. Please scan and upload the following documents to MARI through our online form: <https://mari.custhelp.com/app/ask>.
  - Copy of current professional or business license
  - Signed Confidentiality Agreement (available on next page)
  - Copy of a photo ID, such as a driver's license, OR a notarized copy of the Confidentiality Agreement.

**Note: A \$50 processing fee will be assessed if you request additional copies of the same report(s) within one year.**

If you are unable to scan the documents, please contact MARI.

2. Upon receipt of all requested items, MARI sends you an email with any appropriate reports.

# CONFIDENTIALITY AGREEMENT

WHEREAS, Mortgage Asset Research Institute, Inc. ("MARI") maintains the Mortgage Industry Data Exchange ("MIDEX"), a system compiled from public information obtained by MARI from various regulators and self-regulatory organizations in the financial services industry and non-public information submitted by MIDEX subscribers in the mortgage industry; and

WHEREAS, MARI may have in its MIDEX system, information that references you and/or your company (the "Named Entity").

IT IS NOW THEREFORE AGREED by the Named Entity that:

1. Information received by the Named Entity from the MIDEX system or MARI (the "Information") may not be used for the purpose of screening current or prospective employees, borrowers, or insureds. That is, it is expressly prohibited for the Named Entity to use any Information as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family, or household purposes; (ii) employment; or (iii) licensing. The Named Entity shall not use any Information to engage in any unfair or deceptive practices. It is agreed that the Named Entity will not use any Information in such a way as to bring such use within the provisions of the federal Fair Credit Reporting Act ("FCRA") and its various state counterparts.

2. The Named Entity shall keep the Information confidential and will not make distribution of the Information beyond those individuals affiliated with the Named Entity who have a need to know the Information.

3. The Named Entity will take no action that results in republication of the Information to parties not affiliated with the Named Entity. Except as otherwise expressly provided herein, all Information shall be held in strict confidence by the Named Entity and shall not be reproduced, revealed or otherwise made accessible by the Named Entity in whole or in part, in any manner whatsoever, to any other person or entity outside the Named Entity, whether private, public, governmental or of any other nature, unless required by law, or unless the Named Entity obtains MARI's prior written consent.

4. Named Entity acknowledges and agrees MARI is a conduit for information that is publicly available or submitted to MARI by its subscribers. MARI accepts responsibility for accurately recording the public and subscriber information it receives. The named Entity agrees to waive any and all claims of liability that might be brought against MARI, except for MARI's gross negligence or willful misconduct in recording the information it receives from public sources and/or its subscribers.

5. This agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to principles of choice of law thereof.

6. A copy of the signed original of this Agreement transmitted by email or otherwise to MARI shall be binding on the Named Entity and have the same force and effect as the signed original.

AGREED TO:

\_\_\_\_\_, Its \_\_\_\_\_  
Sign Name Position/Title

\_\_\_\_\_  
Print or Type Name Date: \_\_\_\_\_

NOTE: An agreement for a corporation must be signed by an authorized corporate officer.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_, \_\_\_\_\_  
City, State and Zip Code