

Agreement for MIDEX®-ProWatch™ Services

I. Introduction

A. This Agreement for MIDEX-ProWatch Services (this "Agreement") is entered into by and between the Mortgage Asset Research Institute, LLC ("MARI[®]") and _____, with a principal business address as _____ (the "Subscriber").

B. MARI maintains the Mortgage Industry Data Exchange database ("MIDEX-Complete"), which contains information about mortgage companies and professionals, which is compiled from information obtained by MARI and that includes public sanctions information obtained from federal and state regulators and self-regulatory organizations, as well as non-public incidents of alleged fraud or material misrepresentation contributed to MARI by participating companies.

II. Services Provided

A. Upon receipt of this Agreement, a completed application, Subscriber's relevant professional licenses, identifying documentation and the service fee, MARI agrees to provide to Subscriber all public sanction information and non-public information contributed by entities in the mortgage industry about Subscriber then existing in the MIDEX-Complete database. Further, during the twelve (12) month period following receipt of the afore-mentioned documentation and fee from Subscriber, MARI shall continue to monitor information that is submitted to the MIDEX-Complete database and to deliver to Subscriber reports that contain any newly submitted information about Subscriber ("Updated Reports"). These Updated Reports will be delivered to Subscriber shortly after newly submitted information about Subscriber is entered into the MIDEX-Complete database.

B. MARI may in its sole discretion modify or cancel the MIDEX-ProWatch service, or change the fees, at any time without notice. However, the fee that Subscriber pays for any single twelve (12) month period shall remain constant during that twelve (12) month period. Further, MARI shall be entitled to retain the full fee paid whether or not the MIDEX-Complete database actually contains information regarding Subscriber, or is updated with additional information regarding Subscriber, during the term of this Agreement.

C. Subscriber acknowledges that MARI is a conduit for information that is submitted to MARI. MARI does not warrant the accuracy of the information provided to MARI by its data sources.

D. MARI will not be responsible for delays in service or performance of its duties under this Agreement to the extent that such delays are caused by acts or events outside of its control including, but not limited to, act of God, war, civil unrest or riots, acts of government agencies, fire, power outages, explosions, epidemics, quarantines, strikes, lockouts, embargoes, weather, transportation delays, subcontractor delays, or the inability to procure materials or source information.

III. Limitations of Liability and Disclaimer of Warranties

A. SUBSCRIBER AGREES THAT MARI WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS), EVEN IF MARI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. If, notwithstanding Paragraph III.A., liability can be imposed on MARI, then the Subscriber agrees that MARI's aggregate liability for any and all losses or injuries to the Subscriber rising out of any negligence or other acts or omissions by MARI in connection with anything to be done hereunder, regardless of the cause or causes of such loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, and including, without limitation, any attorneys' fees or legal costs or other expenses incurred by Subscriber as to which Subscriber is seeking to hold MARI liable, shall not exceed the aggregate amount paid during the prior twelve months of this Agreement by Subscriber for the information received hereunder. Subscriber covenants and agrees that it will not seek to hold MARI liable for a greater amount.

C. MIDEX-PROWATCH IS PROVIDED ON AN "AS IS" BASIS ONLY. MARI DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED, OR ARISING OUT OF COURSE OF DEALING OR USAGE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE PRODUCT IS ERROR FREE. SUBSCRIBER IS SOLELY RESPONSIBLE FOR ANY USE IT MAKES OF THE PRODUCT.

IV. Other Agreement Provisions

A. Subscriber may use the information obtained through MIDEX-ProWatch only for non-commercial purposes. Subscriber may not use or order the MIDEX-ProWatch service for any other person/entity. Further, if Subscriber is a business entity, and without limiting the foregoing, information received through the MIDEX-ProWatch service **may not be used** for the purpose of screening prospective employees, contractors, borrowers or insureds or for any purpose other than as specifically contemplated by this Agreement. That is, it is expressly prohibited to use any information from MIDEX-ProWatch 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. Subscriber shall not use any MIDEX information to engage in any unfair or deceptive practices. It is agreed that the Subscriber will not use information from MIDEX 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.

B. Upon submission of this Agreement, Subscriber shall pay MARI according to the fee schedule attached hereto as Exhibit A and incorporated herein by reference, which shall entitle Subscriber to receive the MIDEX-ProWatch service for the twelve (12) month period beginning on the day that MARI executes this Agreement ("Effective Date"). Subscriber agrees that the MIDEX-ProWatch service is an ongoing subscription service and Subscriber authorizes MARI to bill its/his/her credit card at the end of each twelve (12) month period, or to invoice Subscriber, at the then current rate unless Subscriber requests that MARI cancel its ongoing subscription.

C. Subscriber acknowledges that MIDEX-Complete is proprietary to MARI and contains: (i) compiled information using MARI's arrangement, coordination and expression of such information or pre-existing material it has gathered or assembled; (ii) confidential and trade secret information; and (iii) information that has been developed and maintained by MARI at great expense of time and money, such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm MARI. Subscriber shall not commit or permit any act or omission that would impair MARI's proprietary and intellectual property rights in MIDEX-Complete reports. Subscriber shall reproduce MARI's copyright notice and proprietary rights legend on all authorized copies of such information.

D. If Subscriber is a business entity, Subscriber agrees to keep MIDEX-ProWatch reports confidential within Subscriber's business entity. Subscriber agrees that it will not make distribution of MIDEX-ProWatch reports beyond those of its employees who reasonably have a need to know the contents of MIDEX-ProWatch reports. Subscriber further agrees that it will not intentionally take any action designed to result in republication of MIDEX-ProWatch reports to parties not employed by Subscriber.

E. This Agreement contains the entire and only agreement between the Subscriber and MARI regarding the subject matter hereof, supersedes any prior agreements on this subject, and merges herein any and all prior and collateral representations, warranties, promises and conditions. Any representation, warranty, promise or condition regarding the subject matter hereof and not incorporated herein shall not be binding upon either party. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns.

F. MARI may terminate this Agreement in its sole discretion upon the occurrence of a default by Subscriber with respect to any obligation of Subscriber hereunder, that is not cured within ten (10) business days after receipt of written notice including, but not limited to, such defaults as:

- Using information from MIDEX in any manner prohibited under this Agreement; and
- Failure to maintain adequate confidentiality and security over MIDEX information.

G. In the event that this Agreement is terminated by MARI pursuant to Paragraph IV.F. hereof, Subscriber shall not be entitled to a refund of any fees previously paid to MARI.

H. This Agreement shall be governed by and interpreted in accordance with the laws of Georgia, without regard to principles of choice of law thereof.

I. If one or more of the provisions, or a portion of a provision, of the Agreement or any Addenda are held for any reason to be invalid, illegal or unenforceable, such invalidity or illegality or unenforceability will not affect any other provisions of the Agreement or Addenda, and the Agreement or Addenda will be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

J. Paragraphs II(B), II(D), III(A), III(B), III(C), IV(C), IV(G), and IV(H) shall survive termination of the Agreement.

ACCEPTED AND AGREED TO:

Mortgage Asset Research Institute, LLC

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTED AND AGREED TO:

By: _____

Name: _____

Title: _____

Date: _____