

Credit Bureau of the Pacific, Inc.
Mortgage Reporting Agreement

MORTGAGE REPORTING AGREEMENT, entered into as of _____,
by **Credit Bureau of the Pacific, Inc.**, hereinafter "CBP" and _____,
hereinafter "USER".

CBP and USER agree as follows:

1. **CBP SERVICES:** CBP shall furnish to User, on request, reports containing factual personal and financial data respecting individual applicants for mortgages. User will provide CBP with appropriate identifying information as to itself and the pertinent applicant. Reports will be furnished by CBP to User in written form as requested by User.
2. **CHARGES TO USER:** For each mortgage report, User agrees to pay CBP the applicable charge then prevailing for such reports, as specified in CBP's published Price Schedule. Prices are subject to change upon thirty (30) days notice to User. User agrees to monthly invoicing of accrued charges. Payment by User shall be due ten (10) days following receipt of invoice. CBP may discontinue service to User if any payment is not received within thirty (30) days after date of invoice.
3. **CONFIDENTIALITY OF INFORMATION:** All information contained in reports furnished by CBP will be kept strictly confidential and shall not be disclosed to the individual reported on or to any person within User's organization except persons whose official duties require them to evaluate the mortgage transaction in relation to which the report was requested. User will restrict knowledge of the private code furnished by CBP to obtain access to its reporting system to that person whose official duties require the obtaining and evaluation of mortgage reports. User will further inform its employees that under the provisions of the Fair Credit Reporting Act (Public Law 91-508); persons who secure reports under false pretenses are subject to a fine of \$5,000, and imprisonment for one year, or both. Nothing contained herein shall be deemed to preclude User from providing an individual with the name and address of CBP in the event that User takes adverse action against the individual either wholly or partly because of information contained in a CBP report.
4. **USE OF INFORMATION:** User hereby certifies and agrees that it will request and use reports received from CBP solely in connection with a pending mortgage transaction involving the individual as to whom a report is sought.
5. **CBP PERFORMANCE:** CBP will exercise its best efforts to deliver reports requested by User in an expeditious and efficient manner but it shall have no obligation or liability to User for any delay or failure of CBP in the performance of services under this Agreement. CBP will further use its best efforts to furnish to user accurate and reliable information, but the accuracy or completeness thereof is not warranted or guaranteed. User releases CBP and its officers, employees or agents from responsibility for any liability or loss consequent upon the furnishing, receipt or use of CBP reports.
6. **INDEMNIFICATION:** User shall indemnify, defend and hold CBP harmless from and against any and all costs and liabilities which may be asserted against CBP as a consequence of User's use of CBP reports in a manner contrary to this Agreement.
7. **TERM:** This Agreement shall continue in force without any fixed date of termination, but either CBP or User may terminate the Agreement upon thirty (30) days prior notice to the other.

8. **NOTICES AND ASSIGNMENT:** Notices provided for in this Agreement shall be given in writing and shall be personally delivered or transmitted by certified mail, return receipt requested, addressed as follows, unless by notice to the other party a different address has been designated:

If to CBP: Credit Bureau of the Pacific, Inc.
1616 Liliha Street, Room 101
Honolulu, Hawaii 96817

If to User:

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, but neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

9. **CONTRACT IN ENTIRETY:** This Agreement sets forth the entire understanding and agreement between CBP and User 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.
10. **APPLICABLE LAW:** This Agreement shall be interpreted in accordance with laws of the State of Hawaii.

IN WITNESS WHEREOF, CBP and User have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CREDIT BUREAU OF THE PACIFIC, INC.

By _____
Its : PRESIDENT – Franklin Pang

User Name

By _____
Its

By _____
Its