



SUBSCRIBER AGREEMENT

The undersigned Subscriber and the MITCHELL REPORTS™ INVESTIGATIONS, LLC (also referred to in the contract as MITCHELL REPORTS™), through its on-line screening solution, enter into this Agreement.

MITCHELL REPORTS™ and Subscriber agree to the following:

MITCHELL REPORTS™ SERVICES: MITCHELL REPORTS™ shall furnish to Subscriber, on request, consumer information and other data accessed by MITCHELL REPORTS™' authorized service vendor.

MITCHELL REPORTS™ PERFORMANCE: MITCHELL REPORTS™ will exercise its best efforts to deliver all information requested by Subscriber in an expeditious and efficient manner. MITCHELL REPORTS™ and its authorized service provider shall have no obligation or liability to Subscriber for any delay or failure to deliver information caused or created by any third party that provides services, data, or information to MITCHELL REPORTS™ and its authorized service provider.

SUBSCRIBER USE LIMITATIONS: Subscriber hereby certifies and agrees that it will request and use information from MITCHELL REPORTS™ in a lawful manner. All information shall be maintained by Subscriber as prescribed by law and disclosed only to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested. Further, Subscriber shall comply with all federal, state and local statutes, regulations and rules, applicable to any consumer information obtained or purchased by Subscriber under this Agreement, including, but without limitation, the (FCRA) Federal Fair Credit Reporting Act.

LIMITATION OF LIABILITY: MITCHELL REPORTS™ shall exercise reasonable efforts to furnish the Subscriber with accurate information. Both Subscriber and MITCHELL REPORTS™ hereby agree that MITCHELL REPORTS™, its authorized service vendor, and suppliers shall not be liable to Subscriber for any injury or damage resulting from the furnishing of information to Subscriber by MITCHELL REPORTS™, provided that the liability did not arise as a result of gross negligence or willful misconduct of MITCHELL REPORTS™. Subscriber acknowledges that all data and information provided and/or sold to Subscriber under this Agreement is purchased "as is".

INDEMNIFICATION: Subscriber shall indemnify and hold MITCHELL REPORTS™, its authorized service vendor, and suppliers harmless from and against any and all costs, expenses, and liabilities which may be paid by or assessed against MITCHELL REPORTS™ based upon the illegal use by Subscriber of any information furnished to Subscriber by MITCHELL REPORTS™.

CONTRACT IN ENTIRETY: This Agreement sets forth the entire understanding and agreement between MITCHELL REPORTS™ and Subscriber and may be modified only by a written amendment executed by both parties.

SUBSCRIBER FEES: There are no Subscription fees or monthly support fees. Monthly billing will be processed for services rendered covering all orders placed in respective month.

CHARGES AND PAYMENT REQUIREMENTS: For each response to a request for information (including "no record"), Subscriber agrees to pay the applicable charge for the various services rendered to Subscriber. Payment by Subscriber shall be due within fifteen (15) days from date of billing Statement.



PAST DUE ACCOUNTS: At the option of MITCHELL REPORTS™, payments not received within thirty (30) days after the date of the statement shall cause Subscribers privileges to be suspended. Subscriber agrees that Past Due Balances may be charged a finance charge of 1 ½ % per month (18% APR). Subscriber further agrees to pay any and all costs of collection on unpaid balances, including but not limited to reasonable attorneys fees, court costs, collection costs, and expenditures related thereto.

TERM: This Agreement shall continue in force without any fixed date of termination. Either MITCHELL REPORTS™ or Subscriber may terminate the Agreement upon thirty (30) days prior written notice to the other, or immediately by the non-breaching party, after fifteen (15) days written notice of material breach of this Agreement, if such breach is not cured within such period.

ATTORNEYS FEES: Should either party commence litigation in any court of competent jurisdiction, the prevailing party shall in addition to such other relief as may be awarded, be entitled to a reasonable sum and for attorneys fees.

ASSIGNMENT: This Agreement is not assignable by either party without the prior written consent of the other party, except to a parent or subsidiary or affiliate of the assigning party. Consent not to be unreasonably withheld.

SOUTH CAROLINA LAW: This Agreement is deemed made in the State of South Carolina, and shall be construed in accordance with the laws of the State of South Carolina applicable to contracts which are executed and to be performed in South Carolina.

WAIVER: Waiver by either party of any breach or default by the other party shall not be deemed a waiver of any future breach or default by such other party.

HEADINGS: Paragraph headings are for convenience only and shall in no way modify or effect the intent of any provision or be given any legal effect. This Agreement shall be effective upon the date of execution by both parties.

HEIRS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, where permitted by this Agreement.

NOTICES: All notices, requests or other communications shall be in writing and shall be deemed to have been duly given when deposited with or delivered to the United States Postal Service, First Class, postage prepaid to the addresses listed in the Credit Application or to any other addresses provided by one party to the other under this provision of the Agreement.

WARRANTIES: MITCHELL REPORTS™ represents and warrants that its activities in the collection and reporting of credit and other information are consistent with all applicable law and regulation. The information provided by MITCHELL REPORTS™ originates from various, legal and reputable sources, such as, but not limited to, state and local courts, state criminal history repositories, consumer credit reporting agencies, and state motor vehicle departments.



DISCLAIMER OF WARRANTY: MITCHELL REPORTS™ and its suppliers do not guarantee or warrant the correctness, completeness, currentness, merchantability or fitness for a particular purpose of the information provided and shall not be liable to Subscriber for any loss, damage, lost profits, bodily injury or death caused in whole or in part by MITCHELL REPORTS™ negligent acts or omissions or intentional wrongdoing in procuring, compiling, collecting, interpreting, reporting communication or delivering the information or data or in otherwise performing its obligations under this agreement. MITCHELL REPORTS™ and its suppliers shall not be liable to the Subscriber for other consequential or special damages arising out of this agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the _____ of _____, 20____.

For MITCHELL REPORTS™ Investigations, LLC Agency

For Subscriber

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Position

Position

Date Signed

Date Signed

For Inquires Contact:

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Sales Agent Name _____

Sales Agent Signature _____