

## EXHIBIT D

This Exhibit contains additional Information Services that may be provided under the Agreement and additional terms and requirements that apply to those Information Services. Client and Client Affiliates agree to abide by the additional terms and requirements that apply to those Information Services.

### 1. Bureau-derived OFAC Screening Services (the "OFAC Service(s)").

a. In response to an inquiry by Client for the OFAC Service, FAC will submit the inquiry to a company ("Match Provider") that matches consumer names to a file that the Match Provider maintains containing limited identifying information of consumers listed by the United States Treasury Department, Office of Foreign Asset Control ("OFAC") of Specially Designated Nationals whose property is blocked, to assist the public in complying with the various sanctions programs administered by OFAC. Based upon the inquiry, the Match Provider will perform a match and FAC will transmit and return to Client the match results provided by the Match Provider. FAC does not manage the matching algorithm of the Match Provider for the OFAC Service.

b. **Charges to Client.** Client agrees to pay FAC the applicable charges for the OFAC Service for each inquiry to FAC in accordance with FAC's current fee schedule as in effect from time to time. FAC may change its charges for the OFAC Service at any time effective upon notice to Client.

c. **Disclaimer of Warranty.** The Match Provider updates its OFAC files periodically. However, neither FAC nor the Match Provider can or will, for the fees charged for the OFAC Service, be an insurer or guarantor of the accuracy or reliability of the OFAC Service nor the data contained in the Match Provider's file. **Client acknowledges that the existence of a match based on very limited identifying information provided by OFAC does not necessarily indicate that the consumer for whom the Client inquired is the same consumer referenced by OFAC.** *The use of the OFAC Service does not attempt to, nor does it, satisfy any of Client's legal obligations that may be administered by OFAC or any other governmental agency.* NEITHER FAC NOR THE MATCH PROVIDER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OFAC SERVICES, INCLUDING, FOR EXAMPLE WITHOUT LIMITATION, WARRANTIES OF CURRENTNESS, COMPLETENESS, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event will FAC or the Match Provider have any liability in connection with the OFAC Service or any information provided or not provided in connection therewith, for indirect, special, or consequential damages or loss profits, however caused, whether by negligence or otherwise, even if such persons have been advised of the possibility of such damages. The maximum aggregate liability of such persons will not exceed the charge to Client for the inquiry to which such damage relates. In addition, FAC makes no representation that the Match Provider will provide the matching functions on an uninterrupted basis and FAC shall have no liability for delay or interruptions caused by the Match Provider to provide such functions on a timely basis.

d. **Client Warranty.** Client warrants that it will request and use the OFAC Service received from FAC hereunder solely in connection with transactions involving the consumer as to whom such information is sought, and will not request or use such information for purposes prohibited by law. Without limiting the generality of the foregoing, Client further warrants **that it will not use the OFAC Service or any information therein, in whole or in part, for the purpose of serving as a factor in establishing the subject consumer's eligibility for credit, insurance, employment or any other purpose authorized under section 604 of the Fair Credit Reporting Act, and in no event will use such information, in whole or in part, as a basis for any adverse action against such consumer.** *Client understands that FAC is providing the OFAC Service to Client in reliance on this warranty.*

e. **Compliance.** "Customer Identification Program ("CIP") means a risk based program that includes policies, procedures and controls to (i) verify the identity of the person (consumer or entity) seeking to open an account, (ii) maintain records of the information used to verify identity and (iii) consult government lists of known or suspected terrorists or terrorist organizations to confirm that the person is not on any list. Client certifies that it maintains a CIP, which includes, without limitation, a designated Compliance Officer, procedures for resolving whether any person matched in the OFAC Service is in fact subject to regulation by the Department of the Treasury's Office of Foreign Asset Control or another government agency, ongoing employee training, and an independent audit function to test the program. Client agrees to comply with all applicable federal and state laws and regulations in ordering and use of the OFAC Services and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance. Client agrees to allow FAC to audit Client's compliance with the obligations of this Addendum governing the use of the OFAC Service. Client will cooperate fully and promptly in the conduct of such audits.

### 2. Non-Bureau Derived OFAC and Other Screening Services (the "Service(s)") (not including prescreen)

a. **Services.** FAC offers Screening Services pursuant to this section that screens against databases that contain name and other limited identifying information on individuals and entities (together, "persons") supplied by a government agency or other organization.

b. **Inquiries.** Client can order any Service for an inquiry on a person. In response to Client's inquiry, FAC will check the name of the person against the names and other limited identifying information contained in the databases used in the Service selected by Client for the inquiry. After checking the person against the databases used in the Screening Service chosen by Client, FAC will inform Client as to whether or not there was a match. **Client acknowledges that the existence of a match based on very limited identifying information contained in a database does not necessarily indicate that the person for whom Client inquired is the same person matched in the database.** *The use of any Service by itself does not satisfy any of Client's legal obligations under any governmental agency regulation or other applicable law, and Client is solely responsible for its own compliance.*

c. **Disclaimer of Warranties.** For the fees charged, FAC is not, and cannot be, an insurer or guarantor of the accuracy or reliability of any Screening Service nor the data contained in databases used in any Screening Service. NEITHER FAC NOR ANY OF ITS DATA PROVIDERS, SUPPLIERS, OR OTHER VENDORS USED IN CONNECTION WITH THE SERVICES ("SERVICE VENDORS") MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE, THE QUALITY OF THE INFORMATION CONTAINED IN THE DATABASES USED IN ANY SERVICE, OR THE RESULTS OF ANY SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF CURRENTNESS, COMPLETENESS, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

d. **Limitation of Liabilities.** To the maximum extent permitted under applicable law, in no event will FAC or any Service Vendor have any liability in connection with any Service or any information provided or not provided to Client in connection therewith for indirect, special, or consequential damages or loss profits, however caused, whether by negligence or otherwise, even if such persons have been advised of the possibility of such damages, and the entire risk of using the Services remains with Client. To the maximum extent permitted under applicable law, the maximum aggregate liability of all such persons in connection with any inquiry for any Service will not exceed the Service Charge paid by Client for the inquiry to which such damage relates. In addition, FAC makes no representation that any Service will be provided on a timely or uninterrupted basis, and FAC shall have no liability for delays, interruptions, or failures resulting from any cause if such cause is beyond its reasonable control including, without limitation, equipment failure, transmission failure, or failure of any Service Vendor to perform.

e. **Restrictions on Use.** Client warrants that it will request and use the Services received solely in connection with transactions involving the persons as to whom such information is sought, and Client will not request or use such information for purposes prohibited by law. Without limiting the generality of the foregoing, Client further warrants **that it will not use any Service or any information therein, in whole or in part, for the purpose of serving as a factor in establishing any individual's eligibility for credit, insurance, employment, or any other purpose authorized under section 604 of the Fair Credit Reporting Act, and in no event will Client use such information, in whole or in part, as a basis for any adverse action against any individual.** *Client understands that FAC is providing the Services to Client in reliance on this warranty.* Client agrees to comply with all applicable federal and state laws and regulations in ordering and use of the Services and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance. FAC may audit Client's compliance with its obligations under this section, and Client will cooperate fully and promptly in the conduct of such audits. Client is solely responsible for any denial of service to Client's customers, and Client should not deny such service based upon data or results provided by FAC or FAC's information providers without first conducting an appropriate review and adjudication process. Client agrees to indemnify, defend and hold harmless FAC for any claim arising from any such denial of service.

f. **Customer Identification Program.** "Customer Identification Program" or "CIP" means a risk-based program that includes policies, procedures, and controls to (i) verify the identity of the person seeking to open an account or engage in another transaction with Client, (ii) maintain records of the information used to verify identity, and (iii) consult government lists of known or suspected terrorists or terrorist organizations to confirm that the person is not on any list, to the extent required under applicable law or regulation. Client certifies that it now maintain, and throughout the term of the Agreement will continue to maintain, a CIP, which includes, without limitation, a designated Compliance Officer, procedures for resolving whether any person matched any Service is in fact subject to regulation by the Department of the Treasury's Office of Foreign Asset Control or another applicable regulatory agency, and ongoing employee training, and an independent audit function to test the program.

### 3. Identity Verification and Fraud Prevention Products (the "Products")

FAC hereby grants to Client a restricted license to use the Products, subject to the restrictions and limitations set forth below:

- a. FAC hereby grants to Client a restricted license to use the Products solely for Client's own internal business purposes. Client represents and warrants that it is the end user of the Products, and all of Client's use of the Products shall be for only legitimate purposes, including those specified by Client in connection with a specific information request, relating to its business and as otherwise governed by this Agreement. Client shall not use the Products for marketing purposes or resell or broker the Products to any third party. Client agrees that if FAC determines or reasonably suspects that Client is engaging in marketing activities, reselling or brokering the Product's information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, FAC may take immediate action, including terminating the delivery of, and the license to use, the Products. Client may not use data to create a competing product. Client shall not reproduce, retransmit, republish or otherwise transfer for commercial purpose any Products (or the information contained therein) that Client receives from FAC, except to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested. Client acknowledges that FAC is providing data to support Client's own processes and decisions, and Client's customer(s) should not be denied any service or access based solely on data or results provided by FAC. Client is responsible for any denial of services or access to its customers and Client will not deny such service or access without first conducting an appropriate review and adjudication process. FAC may at any time mask or cease to provide Client access to the Products or portions thereof which FAC may deem, in FAC's sole discretion, to be sensitive or restricted information.
- b. Client acknowledges that FAC and/or its data provider(s) and/or other third parties retain all right, title, and interest under applicable contractual, copyright and related laws in the databases and information contained therein and used to provide Products hereunder. Client shall use such information consistent with such right, title and interest and notify FAC of any threatened or actual infringement thereof.
- c. Client certifies to FAC that Client has determined that Client's use of the Products is pursuant to an exception under the federal Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq. ("GLB Act"). Additionally, Client certifies to FAC that (1) it will order and use the Products only in connection with the following purpose and for no other purpose: to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability, (2) it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLB Act, and (3) it will only order and use the Products in connection with a consumer-initiated transaction. Client further certifies that it will not use the Products, in whole or in part, (a) for the purpose of serving as a factor in establishing the consumer subject's eligibility for credit, insurance, employment or any other purpose authorized under section 604 of the Fair Credit Reporting Act (15 U.S.C. 1681, et seq.) or (b) as a basis for any adverse action against the consumer subject. Client agrees to use any Products, which are the subject of this Section 3 of Exhibit D, in strict conformance with the Federal Drivers Privacy Protection Act (18 USC Section 2721 et seq.) and similar state statutes, if applicable.
- d. Client agrees that it shall use the Products only for its exclusive use, and to hold the information in strict confidence and not to disclose it to any third parties, except to the extent that disclosure is required by law. The Products will be requested only by Client's designated and authorized representatives. Employees will be forbidden to attempt to obtain any of the Products on themselves, associates, or any other person except in the exercise of their official duties. Client acknowledges that no credit information shall be supplied in response to an inquiry for any of the Products. Client agrees to comply with all pertinent requirements of the GLB Act and all other applicable state and federal laws in ordering and use of the Products and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance. Client will permit FAC to audit its procedures related to this section and will make all changes required by FAC to comply with such requirements and to assure against unauthorized access to the Products.
- e. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Products through any methods, including unauthorized access through or to Client's user identification numbers or passwords ("Account IDs"). Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to information such as social security numbers, driver's license numbers or dates of birth. Client agrees that FAC may temporarily suspend Client's access for up to 10 business days pending an investigation of Client's use or access. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, FAC may immediately terminate this Agreement without notice or liability of any kind. Client is responsible for the administration and control of Account IDs by its employees and third parties, and shall identify a security administrator to coordinate with FAC. Client shall manage all Account IDs, and notify FAC promptly if any Account ID becomes inactive or invalid. Client shall follow the policies and procedures of FAC with respect to account maintenance as same may be communicated to Client from time to time.
- f. In the event that Client learns or has reason to believe that the Products (or any information contained therein) has been disclosed or accessed by an unauthorized party, Client will immediately give notice of such event to FAC. Furthermore, in the event that Client has access to or acquires individually identifiable information (e.g., social security numbers, driver's license numbers or dates of birth) in relation to this Section 3 of Exhibit D, the following shall apply: Client acknowledges that upon unauthorized acquisition of such individually identifiable information (a "Security Event"), Client shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also Client shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event.
- g. FAC may, at any time, impose restrictions and/or prohibitions on Client's use of the Products or certain data. Client understands that such restrictions or changes in access may be the result of a modification in FAC policy, a modification of third party agreements, a modification in industry standards, a Security Event or a change in law or regulation. Upon written notification by FAC of such restrictions, Client agrees to comply with such restrictions.
- h. The Products are provided "AS IS." **FAC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY PRODUCT, THAT IT WILL MEET CLIENT'S NEEDS, OR THAT IT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS AND FAC EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.**
- i. In no event will FAC, any provider of information used by FAC in preparing the Products, any of their respective affiliates, or any of their respective officers, directors, employees, or agents, have any liability to Client for any special, incidental, punitive or consequential damages, including, without limitation, lost profits, business interruption, loss or corruption of data, and the like, arising out of any transactions in connection with this Section 3 of Exhibit D, including, without limitation in connection with any Products, whether incurred as a result of negligence or otherwise, even if such persons or any of them have been advised of the possibility of such damages. **SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT SUCH LIMITATIONS MAY NOT APPLY TO CLIENT.** The maximum liability of FAC in connection with a Product will not exceed an amount equal to the price paid by Client for such Product. FAC's information providers are express beneficiaries of Client's obligations to FAC's rights in connection with this Agreement and the Products, and such information providers have the independent right to enforce those obligations and rights (other than fees and charges) as if such obligations and rights ran directly to the information providers and such entities were parties to this Agreement. Neither cancellation, termination, modification nor other change to this Agreement or FAC's failure to enforce any of its rights, will affect any rights of such information providers.
- j. **Indemnification.** Client shall indemnify, defend and hold harmless FAC and its agents, employees, independent contractors, and any provider of information used by FAC in preparing the Products on account of any demand, action, loss, cost, expense (including, without limitation, reasonable attorney fees and costs of litigation) damage liability, penalty, or claim (collectively, "Claims") arising from or in any way connected with (a) Client's breach of this Section 3 of Exhibit D including, without limitation, the improper order, use or disclosure of the Products by Client or Client's employees, agents or independent contractors, and (b) any Claim by any consumer or any other third party in connection with any Product provided by FAC, except to the extent directly caused by FAC's gross negligence.
- k. Client shall not remove or obscure the copyright notice or other notices contained on materials accessed through the Products.

4. **TAX RETURN INFORMATION ("4506-T Direct Reports")**

a. Client desires to receive federal tax return information ("4506-T Direct Reports") from FAC. FAC provides 4506-T Direct Reports either through FAC's direct relationship with the Internal Revenue Service ("IRS") or through FAC's relationship with National Credit Reporting Systems, Inc. ("Vendor"). Either FAC or Vendor, as applicable, will obtain the federal tax return information on the subject (s) of a 4506-T Direct Report (singly or jointly, "Subject") from the Internal Revenue Service ("IRS") and such report will be provided the Client hereunder.

b. **Orders.**

i. Client shall include in each order of a 4506-T Direct Report all information and documents required by FAC which is subject to change by FAC from time to time on notice to Client. Without limiting the generality of the foregoing, Client must complete IRS Form 4506 T, the Subject must sign the form, and Client must provide FAC with copies of the signed form by fax or other agreed upon means. If FAC's Vendor is utilized to obtain the federal tax information from the IRS, then **NCS TRV Processing, P.O. Box 321, Egg Harbor City, New Jersey, 08215-7066 must be entered in item 5 of Form 4506 T**. If FAC is utilized to obtain the federal tax information from the IRS directly, then **First Advantage Credco, LLC, 12395 First American Way, Poway, CA 92064 must be entered in item 5 of Form 4506T**. Client must keep each Subject's signed original Form 4506 T for at least five (5) years after receiving the 4506-T Direct Report and provide the original to FAC on request.

ii. The form and content of the 4506-T Direct Reports are subject to change by FAC from time to time upon notice to Client.

c. **Permissible Purpose.** Client certifies that it will use 4506-T Direct Reports solely in connection with a credit transaction involving the Subject and involving an extension of credit to, the review or collection of an account of, the Subject, in connection with underwriting insurance on the Subject, or pursuant to the written instructions of the Subject, and for no other purpose. **Without limiting the generality of the foregoing, Client agrees not to use any 4506-T Direct Report for employment purposes, tenant screening, or transactions not initiated by the consumer (prescreening).**

d. **Restrictions on Use.** Client understands the highly sensitive nature of the information in 4506-T Direct Reports, and that improper disclosure of such information could cause significant harm to Subjects. Client agrees not to duplicate or reproduce any 4506-T Direct Report or any information contained therein, except for its own internal use or to provide a Shared Reports as described below. Client agrees that it will not sell or distribute, publish, or otherwise disclose any 4506-T Direct Report or any information therein, except that Client may (a) provide such report or information ("Shared Report") to a third party ("Joint User") that is jointly involved in the same consumer transaction as Client and whose approval is necessary before Client approves the transaction with Subject ("Shared Transaction"), or (b) provide such report or information to the Subject, if adverse action has been taken based on the report or as otherwise required by law. Client agrees to ensure that all Joint Users comply with all applicable laws with respect to Shared 4506-T Direct Reports, understand the sensitivity and necessity for confidentiality of the information contained in such reports, agree to use such information only in connection with the Shared Transaction, and agree not to copy, reproduce, sell, distribute, publish or otherwise disclose such information to any other person. At a Subject's request, Client shall disclose the identity of all Joint Users who received Shared 4506-T Direct Reports concerning such Subject.

e. **Limited Right of Use.** This Agreement gives Client and any Joint Users only the limited right to use the 4506-T Direct Reports and the information therein for the purposes permitted hereunder. Neither Client nor any Joint User will acquire any other right or interest in any 4506-T Direct Report or information therein or in any patent, copyright, trademark, trade name, or other intellectual property right in connection with the 4506-T Direct Reports, all of which shall remain the exclusive property of FAC and/or Vendor.

f. **Regulatory Requirements; Subject Inquires.** Client understands that 4506-T Direct Reports are "consumer reports" for purposes of the federal Fair Credit Reporting Act and similar state laws and may also be subject to requirements under other federal and state laws (together, "Applicable Laws"), including obtaining the written permission of the Subject to obtain the 4506-T Direct Report where required under applicable state laws in the form required under such laws (*which may differ from the Form 4506 T*), and providing all notices and disclosures required under Applicable Laws. **Client will refer Subjects to FAC for all substantive inquires regarding 4506-T Direct Reports.** Client agrees to comply with all requirements under all Applicable Laws in ordering and using 4506-T Direct Reports, and is solely responsible for its own compliance.

g. **Disclaimers and Limitation of Liability:** FAC will provide 4506-T Direct Reports based on tax return information received from Vendor or directly from the IRS. FAC will use commercially reasonable efforts to accurately include the information it receives from Vendor or the IRS in the 4506-T Direct Reports; however, neither FAC nor Vendor warrant that the information contained in any 4506-T Direct Report is accurate, complete, or up-to-date. **FAC AND VENDOR EXPRESSLY DISCLAIM ALL WARRANTIES REGARDING THE 4506-T DIRECT REPORTS AND THE INFORMATION THEREIN, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE. IN NO EVENT SHALL FAC OR VENDOR BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, EVEN IF FAC OR VENDOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** FAC's maximum liability to Client for damages in connection with a 4506-T Direct Report provided hereunder shall not exceed an amount equal to the price paid by Client for the 4506-T Direct Report.

h. **Indemnity:** Client shall defend, indemnify, and hold harmless FAC and Vendor from and against all demands, claims, causes of actions, costs, and liabilities, including reasonable attorneys' fees, which they incur by reason of any improper use of the 4506-T Direct Reports or any information therein by Client or any Joint User or any failure by Client or any Joint User to perform any obligation hereunder or under any applicable law.

i. **General:** FAC shall have no obligation or liability resulting from any mechanical or other breakdown, malfunction, or defect in computer, telecommunications, or other equipment or facilities, any delay or failure to perform by IRS or Vendor, or any other cause which is beyond FAC's reasonable control.