



**SUBSCRIBER AGREEMENT
FOR
TAX RETURN VERIFICATION SERVICES
(TRV)**

This Agreement ("Agreement"), dated _____ (the "Effective Date"), by and between K-LAK Corporation ("K-LAK"), with offices at, 508 Philadelphia Pike Suite B, Wilmington, Delaware 19809, and the undersigned ("Subscriber").

WITNESSETH:

WHEREAS, K-LAK has established a relationship which allows K-LAK to make available to its customers certain tax return verification services and other services relative to tax returns and dealings with the United States Internal Revenue Service (the aforementioned services offered by K-LAK to its customers shall hereinafter be referred to as "TRV Services") that include the development and production of reports containing federal tax return information on person(s) ("TRV" Report) which is delivered through various delivery methods, and Subscriber certifies it has a legitimate need for TRV Services and seeks to obtain, for its benefit, such TRV Services from K-LAK: and

WHEREAS, K-LAK is willing to make the TRV Services available to Subscriber, and the Subscriber wishes to use K-LAK to obtain such services for itself on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

SECTION ONE. Statement of K-LAK and Subscriber Responsibilities.

1.1 Order For TRV Services: Each request form Subscriber for TRV Services Shall be made using method(s) acceptable to K-LAK, and shall include certain information and document(s) as required by K-LAK (such requests hereinafter referred to as ("Order"). An Order may be a request for a TRV Report and/or a request for other TRV Services that may become available through K-LAK << _____ >> from time to time. An Order shall include legible documents that provide the identity of certain person(s) upon which TRV Services are being requested. Subscriber agrees to use reasonable procedures to insure the legitimacy of any executed copy of the IRS Form 4506, to authorize the IRS to release information, and that is included as part of an Order. Such person(s) identified in the Order shall be referred to, individually or jointly, as "Subject". The form, content, and requirements associated with the use of the documents associated with an Order may be adjusted or changed by K-LAK from time to time, however, with the exception of forms controlled by the IRS and except as required by law, K-LAK must provide not less than sixty (60) days written notice to Subscriber of any such adjustment or change. For purposes of this Agreement "Taxpayer Information" shall be defined as the information on copies of tax returns and other documents provided by the Subject to the Subscriber, or other parties and included as part of an Order.

1.2 TRV Services: As a result of an Order for a TRV Report, K-LAK shall cause a TRV Report to be produced and delivered to the Subscriber, in the form of Exhibit A attached hereto, that contains information provided by the IRS as a result of their research of their records of federal tax returns for certain years(s) on Subject(s) ("IRS Information"). K-LAK shall use its best efforts to cause delivery of each TRV Report to the Subscriber to occur within twenty-four to seventy-two hours after proper receipt by K-LAK, or its authorized

agents, of the Order submitted by the Subscriber including the proper delivery to K-LAK, or its authorized agents, of all documents required by K-LAK. K-LAK will give Subscriber thirty (30) days written notices prior to any change which will affect the form of the TRV Report to be furnished by K-LAK. From time to time, K-LAK may make available to Subscriber services in addition to those contemplated by this Agreement upon the then prevailing prices and terms subject to the terms and condition of any applicable agreements between K-LAK and Subscriber.

1.3 **K-LAK Responsibilities (Authorization To Release):** K-LAK shall comply with all federal, state and local laws and regulations in connection with the provision of the TRV Services, the TRV Reports and any information contained therein. K-LAK shall provide to Subscriber an IRS Form 4506 for its use along with instructions on how to use TRV Services.

SECTION TWO. Use of Information: Subscriber shall comply with all federal, state and local laws and regulations in connection with the use of the TRV Services, the TRV Reports and any information contained therein. Subscriber agrees not to duplicate or reproduce or in any way use any TRV Report, contents thereof, or product of other TRV Services(s) for purposes other than their own use, although in circumstances where third parties share a legitimate business risk in the same consumer transaction as the Subscriber ("Shared Transaction"), such as mortgage insurers and secondary market investors if the transaction is a mortgage, the Subscriber may share with these third parties information from TRV Services relative to the Shared Transaction. However, the Subscriber agrees to take reasonable precautions to insure that all parties who are provided by the Subscriber with copies of, or information from, TRV Reports ("Shared TRV") comply with all provisions of the Fair Credit Reporting Act, the Financial Privacy Act, and all other applicable laws and regulations, both federal and state, and understand the sensitivity and necessity for confidentiality relative to the personal nature of the information provided TRV Services. Additionally, the Subscriber agrees that the Subject of Shared TRV shall be informed, upon the Subject's request of the Subscriber, of the identity of any third parties who received Shared TRV.

SECTION THREE. Prices and Payment:

3.1 **Fees:** For each request for TRV Services by Subscriber, Subscriber shall pay K-LAK the applicable charge set forth on Exhibit B attached hereto and made a part hereof, as adjusted from time to time in accordance with Section 3.2 hereof. All prices and rates are exclusive of applicable federal, state and local taxes. Subscriber shall pay such taxes, and any such taxes unpaid may be added to any invoice submitted hereunder.

3.2 **Changes in Certain Fees:** K-LAK may, upon not less than twenty (20) days written notice to Subscriber, change the fees set forth on Exhibit B.

3.3 **Time for Payment:** All fees and charges will be invoiced monthly, and shall be due and payable by Subscriber, in accordance with usual billing procedures and shall be due and payable by Subscriber upon rendition of monthly statement from K-LAK. A late payment surcharge of \$10.00 per month will be payable by Subscriber to K-LAK on all amounts unpaid thirty (30) days after the date of the statement.

SECTION FOUR. Term of Agreement:

4.1 **Term:** The term of this Agreement shall commence on the Effective Date and continue until terminated by either party as set forth herein..

4.2 **Termination by Either Party:** Notwithstanding any other provision in this Agreement, either party may terminate this Agreement at any time, upon written notice, and without liability to the other party except for any amount owed at time of termination.

4.3 **Obligation to Use:** Subscriber is under no obligation to order TRV Services or other services or products from K-LAK as a condition of this Agreement.

4.4 **Effect of Termination:** No termination of this Agreement shall relieve either party of any liability for monetary sums due and payable to the other, nor shall a termination preclude any other actions which might be taken by either party at law or equity to enforce lawful obligations arising hereunder or to seek damages for failure to perform obligations.

SECTION FIVE. Proprietary Rights: Nothing contained in this Agreement or the transactions contemplated by this Agreement shall be deemed to give Subscriber any rights or other claims against or interest in the TRV Services or TRV Report or the information contained therein, or the names TRV, TRV Services, TRV Report, Tax Return Verification System, all of which Subscriber agrees are the sole and exclusive property and rights of the National Credit-reporting System, Incorporated ("NCS"). Subscriber shall not acquire any patent, trademark, or trade name rights, copyright interest or other right, claim or interest in any of the foregoing.

SECTION SIX. Agreement in Effect Regarding TRV Reports: Prior to K-LAK providing Subscriber any TRV Report:

- (a) Subscriber shall have executed this Agreement, and this Agreement shall be in full force and effect
- (b) An executed copy of the IRS Form 4506, or an equivalent agreement that is acceptable to K-LAK, for the Subject has been delivered to K-LAK and is in full force and effect
- (c) The obligations of K-LAK to deliver TRV Reports within the time period set forth in Section 1.2 are conditioned on the IRS' continuing agreement to verify the tax information within 72 hours of receipt, and Subscriber hereby agrees and acknowledges that any change in the IRS' willingness or ability to provide the IRS Information, or the IRS' ability to do so in such a time period, will affect the ability of K-LAK and relieve K-LAK, to perform the obligations set forth in Section 1.2.

SECTION SEVEN. Covenants and Indemnifications:

7.1 **No Accuracy Guarantee:** K-LAK and Subscriber shall use their best efforts to transmit to the other party reliable and accurate information; however neither K-LAK nor Subscriber warrant or guarantee that the information reported to the other party is accurate, complete or up-to-date. Neither party, nor their directors, officers, employees or agents, shall be liable to the other for any loss, damage, fee, cost, expense or injury as a result of information which is not accurate, complete or up-to-date.

7.2 **Indemnification:** Each party shall defend, indemnify and hold harmless the other party from and against all demands, claims, causes of actions, costs and liabilities, including reasonable attorneys' fees and costs, which are incurred by reason of the improper use by a party of information provided to that party hereunder or a failure to perform any obligation hereunder or any applicable law or regulation. Subscriber also agrees to defend, indemnify and hold harmless K-LAK from and against any and all demands, claims, causes of actions, costs and liability arising out of or relating to Subscriber's use of the TRV Services or any information contained therein, including any use which is in violation of any federal or state law or regulation. K-LAK also agrees to defend, indemnify and hold harmless Subscriber from and against any and all demands, claims, causes of action, costs and liabilities arising out of or relating out of or relating to provision of the TRV Services by K-LAK, including any violation of any federal, state or local law or regulation.

7.3 **No Liability:** None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any third party including, without limitation, Subject(s), except that NCS shall be deemed a third party beneficiary of this Agreement. Except as to NCS, as noted in this Section 7.3, no third party, including subject(s), shall have any rights against the parties by reason of or under this Agreement. Neither party will cross-complain against the other in any lawsuit brought by a third party, including Subject(s), without first giving the other party ten (10) days written notice.

7.4 Force Majeure: K-LAK shall have no obligation or liability for or on the account of any mechanical or other breakdown, malfunction or defect in computer or other equipment or facilities or computer programs utilized by K-LAK, or the IRS or any delay or failure in K-LAK's performance under this Agreement when such is beyond the reasonable control of K-LAK. K-LAK shall use reasonable efforts to prevent such delay or failure and shall attempt to correct any such delay or failure as promptly as possible.

7.5 Warranties: The warranties set forth in the Agreement apply to the performance of both parties hereunder, and are in lieu of all other warrants, express or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose which are hereby disclaimed.

SECTION EIGHT. Relationship Between Parties:

8.1 Certification: K-LAK and Subscriber each acknowledge that the party, pursuant to contractual undertakings with its customer and applicable federal and state laws and regulations, is subject to limitations with respect to the dissemination each is authorized to make of information which is subject to the TRV Services. Consistent with such obligations, each party hereby agrees, and certifies to the other that the TRV Services and the information contained herein, will be requested, used and disseminated only in strict conformity with all federal and state laws and regulations and the terms of this Agreement.

(a) Except as provided in this Agreement, K-LAK, its agents and assigns agrees to keep confidential all information and documents included by Subscriber as part of an Order.

8.2 Survival of Obligations: The obligation of the parties set forth in Section 2,5,7 and 8 of this Agreement shall survive the termination of this Agreement.

8.3 Assignment; Successors: Neither party hereto will assign this Agreement or delegate its duties hereunder without the prior written consent of the other party, however, K-LAK may permit an Affiliate of K-LAK to perform its obligations hereunder upon notice to Subscriber. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto.

8.4 Independent Status of Parties: Nothing contained in this Agreement, nor in the relationship created hereby, shall be interpreted to evidence, or cause to exist, a joint venture, partnership or principal-agent relationship between K-LAK, and Subscriber.

SECTION NINE. Miscellaneous:

9.1 Waiver: The waiver by one party of any covenant, condition, obligation, representation, or warranty in this Agreement shall not be deemed a waiver by such party of any other covenant, condition, obligation, representation or warranty. The waiver by a party of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself with respect to future performance. The rights and remedies provided each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law and at equity.

9.2 Notices: All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be effective immediately when delivered personally, or five (5) days after deposit in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the other party at their respective addresses set forth herein, unless by notice a different address shall have been designated for giving notice hereunder.

9.3 Applicable Law: This Agreement is deemed to be made and executed in the State of Delaware and the laws of Delaware and the decisions of Delaware courts shall control the construction, interpretation, validity and enforcement of this Agreement, without reference to conflict of laws principles.

9.4 Submission to Jurisdiction: The parties hereto consent to the exclusive jurisdiction of any state or federal court located within the State of Delaware, and irrevocably agree that all actions proceedings relating to this Agreement and the performance of the parties hereunder shall be litigated in such courts, and Subscriber for itself and its Affiliates waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non convenience to the conduct of any proceeding in any such court and waives personal services of any and all process upon them, and consents that all such service of process may be made by mail or messenger directed to them at the address referred to in Section 9.2.

9.5 Contract in Entirety: The term Agreement as used herein is intended to include all exhibits, addenda, schedules and amendments hereto. This Agreement supersedes all prior agreements and all contemporaneous agreements between the parties relating to TRV Services, whether oral or written, and all representations, warranties, undertakings and understandings of and between the parties with respect to the same subject, and is the entire Agreement of the parties as to such subject. This Agreement may not be modified or amended except by a writing executed by both parties.

9.6 Severability: If any provision of this Agreement shall be determined to be unlawful by a court of competent jurisdiction, then such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect.

9.7 Pronouns: All pronouns refer to the masculine, feminine or neuter, singular or plural, as the context may require.

9.8 Counterparts: This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

9.9 Headings: The headings and captions in this Agreement are inserted only as a matter of convenience and in no way define, limit, extent or describe the scope of this Agreement or the intent of any provisions hereof.

IN WITNESS WHEREOF, intending to be legally bound, each of the parties has duly executed this Agreement as of the date first set forth above.

THIS IS A LEGALLY BINDING LEASE AGREEMENT. PLEASE HAVE ANY TERM YOU DO NOT UNDERSTAND FULLY EXPLAINED TO YOU SO THAT YOU UNDERSTAND THE AGREEMENT YOU ARE MAKING. YOUR SIGNATURE BELOW WILL INDICATE THAT YOU HAVE READ THE ABOVE AGREEMENT, UNDERSTAND IT, AND AGREE WITH IT.

The Subscriber: _____
Address: _____

K-LAK Corporation ("K-LAK):
Post Office Box 7033
Wilmington, Delaware 19803

By: _____

By: _____

Name & Title _____

Name & Title: _____