

**MASTER SERVICES AGREEMENT -  
MSA LITE**

This Master Services Agreement – MSA Lite (“Agreement”) is made this [insert day and month \_\_\_\_\_], 20\_\_\_\_ (“Effective Date”), by and between [insert complete legal name \_\_\_\_\_] on behalf of itself and its subsidiaries listed in Exhibit A (collectively, “Subscriber”) and Trans Union of Canada, Inc. (“TransUnion”) to provide credit reporting services and other related services.

**RECITALS:**

WHEREAS TransUnion maintains consumer credit information on consumers as furnished by its subscribers or as obtained from other available sources and is in the business of selling consumer credit information and related services.

WHEREAS Subscriber desires to obtain consumer credit information and related services from TransUnion.

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

**1.0 SCOPE OF THE AGREEMENT**

This Agreement shall apply to the provision from time to time of consumer credit information, as defined in the applicable consumer reporting laws, whether in the form of a full or partial report (“Credit Reports”), and related services, as outlined in more detail in a separate pricing document validated from time to time by TransUnion and Subscriber (Credit Reports and such related services are hereinafter collectively referred to as “Services”).

**2.0 SUBSCRIBER OBLIGATIONS**

**2.1 Permissible Purpose.** Subscriber warrants that it will request Services for Subscriber’s exclusive, internal and one-time use only and pursuant to the procedures prescribed by TransUnion from time to time. Subscriber also warrants that inquiries for Credit Reports will be made only for the permissible purposes (as set out in the applicable consumer reporting laws) that are **checked** below and for no other purpose (**check as appropriate**):

- a)  In connection with the extension of credit to a consumer to whom the information pertains; or
- b)  In connection with the purchase or collection of a debt of a consumer to whom the information pertains; or
- c)  For the purpose of the entering into or renewal of a tenancy agreement; or
- d)  For employment purposes; or
- e)  In connection with the underwriting of insurance involving the consumer; or
- f)  To determine the consumer’s eligibility for any matter under a statute or a regulation where the information is relevant to a requirement prescribed by law; or
- g)  Where a direct business need for the information exists in connection with a business or credit transaction involving the consumer.

Subscriber warrants that it will not use any Services for investigation purposes, including but not limited to pre-litigation investigative services, without the consumer’s written consent (in accordance with Section 2.6, below) or as specifically permitted by applicable law.

**2.2 Record Retention.** Subscriber will maintain copies of all consents (whether in written, tape-recorded or electronic formats) for a minimum of three (3) years from the date of the relevant inquiry and shall make copies of such consents available to TransUnion upon request. Subscriber shall ensure that all consents are in verifiable form.

**2.3 Compliance and applicable laws.** When requesting and/or using Services, Subscriber agrees to comply with all applicable Canadian, Provincial and local laws, including the various provincial consumer reporting acts or equivalent, the *Personal Information Protection and Electronic Documents Act* (Canada) or equivalent provincial privacy acts, and any applicable regulations, judicial orders and/or orders of an administrative tribunal, as now or as may become effective throughout the term of this Agreement.

**2.4 Restrictions on Services.** Services shall only be requested by, and disclosed by Subscriber to, Subscriber’s designated and authorized employees, agents or representatives (each a, “Representative”) on a need-to-know basis (provided such Representatives are bound by a confidentiality agreement at least as strict as the confidentiality provisions set forth in the Agreement) and only to the extent necessary to enable Subscriber to use the Services in accordance with this Agreement. Subscriber shall ensure that such Representatives do not attempt to obtain Services as it relates to themselves, their associates, or any other person, **except** in the exercise of their official duties. Nothing in this Agreement is intended to allow Subscriber to purchase Services for the purpose of selling or otherwise providing them, or the information contained or derived from Services, to the consumer who is the subject thereof, or to any third party, except as specifically provided hereunder. For further clarity, Subscriber is prohibited from selling Credit Reports directly to consumers under this Agreement. Subscriber may make disclosures to consumers only as clearly required by law. Where the Subscriber has made a legally permissible disclosure to a consumer, and such consumer has questioned information contained in his Credit Report, Subscriber shall refer such consumer directly to TransUnion for further investigation.

**2.5 Audits and Investigations.** Subscriber shall cooperate with TransUnion with regards to any investigation launched as a result of a consumer complaint or any other investigation necessary to ensure compliance with the terms of this Agreement and applicable laws. Subscriber shall re-verify disputed information and inquiries upon request by TransUnion and confirm such disputed items to TransUnion within five (5) business days. Subscriber understands and agrees that a failure to do so may result in the disputed information being deleted by TransUnion as “unverifiable”. Furthermore, during the Term of this Agreement and for period of three (3) years thereafter, TransUnion may audit Subscriber’s policies, procedures and records that pertain to this Agreement to ensure compliance with this Agreement, upon reasonable notice and during normal business hours.

**2.6 Consent.** Subscriber warrants that it will have obtained prior to requesting from TransUnion any Personal Information (as defined below), including but not limited to Credit Reports, or other Personal Information disclosed as part of the Services, the appropriate active and informed consent in accordance with applicable laws necessary for TransUnion to perform the Services hereunder. As used in this Agreement, “**Personal Information**” means information about an identifiable consumer. Subscriber will permit TransUnion to review a copy of Subscriber’s consent form(s) and/or privacy policy, and will forward any revised consent form(s) and/or privacy policy for review by TransUnion within a reasonable period of time after their adoption. Subscriber agrees to make changes to such documents as TransUnion may request from time to time that are necessary, in the sole opinion of TransUnion, for TransUnion to lawfully provide the Services.

**2.7 Membership Screening.** Membership is contingent upon fulfillment of TransUnion’s membership requirements. Although TransUnion may have reviewed and requested changes to Subscriber-generated documents (including its consent form(s) and/or privacy policy) as part of its membership due diligence screening, such actions shall in no way be construed either as legal advice, an endorsement of Subscriber’s practices nor as a discharge of the Subscriber’s obligations under this Agreement, including any legal and regulatory obligations in respect of Personal Information or credit information.

**2.8 Internet.** If Subscriber accesses the Services by means of the Internet, Subscriber shall be bound by the Terms of Use posted on the TU Direct website or any other customer website (as same may be

amended, modified or replaced from time to time), in addition to and not in substitution for the terms and conditions of this Agreement.

**2.9 Third Party Information.** Where Subscriber requests Services to be performed by TransUnion based on information obtained from a third party, Subscriber represents and warrants that it has obtained the agreement and/or consent of such third party for the intended use and that such use is consistent with applicable law.

### 3.0 TRANSUNION OBLIGATIONS

3.1 TransUnion will provide to Subscriber, during the Term (as defined below), the Services as set out in this Agreement and as permitted by applicable law.

3.2 TransUnion will maintain credit information on consumers as furnished by its subscribers or as obtained from other available sources and TransUnion shall maintain its own computer hardware, software and other internal data networks in order to deliver the Services as provided under this Agreement, whether online, in batch mode or via any other agreed upon delivery method.

3.4 During the Term, TransUnion shall have the right, in its sole and absolute discretion, to change, evolve, modify, enhance or supplement the Services, its databases(s) and/or its systems.

### 4.0 PAYMENT

4.1 Subscriber agrees to pay to TransUnion the fees and charges for the Services provided to Subscriber under this Agreement and remit payment as directed by TransUnion. Such pricing is hereby incorporated by reference into this Agreement. All payments shall be due thirty (30) days following invoice date. Interest shall be payable on overdue amounts at the rate of 1.5% per month, or 18% per year. If collection efforts are required, Subscriber shall reimburse TransUnion for all costs of collection, including all legal fees and disbursements.

4.2 All fees and charges are in Canadian dollars. The fees and charges are exclusive of any shipping, insurance costs or any taxes, duties or other charges of any kind imposed by any federal, provincial or local government entity for the Services, the payment of which Subscriber shall be responsible for.

4.3 TransUnion reserves the right to change the fees and charges from time to time but no change shall become effective as to the Subscriber earlier than thirty (30) days after written notice thereof.

### 5.0 RELATED SERVICES

5.1 The following additional terms and conditions apply to the Services requested by the Subscriber hereunder, from time to time.

**5.2 Fraud and ID Management Services.** TransUnion offers several Fraud and ID Management Services (including but not limited to, High Risk Fraud Alert, ID Mismatch Alert and Directory Services etc.) that evaluate inquiry input elements against other input elements and/or against proprietary databases, to identify and/or to provide warning messages of potential fraud, potential discrepancies and/or inaccuracies and/or mismatched information. Certain Fraud and ID Management Services are configurable and will be subject to the additional terms in section 5.4, below. Fraud and ID Management Services messages may be delivered with Credit Reports as a convenience but are not part of a consumer's file nor are they intended to be Credit Reports. In the event Subscriber obtains any Fraud and ID Management Services from TransUnion in conjunction with Credit Reports or as a stand-alone service, Subscriber shall re-verify all information that triggers a potential fraud message and/or a no match, and shall not deny or otherwise take any adverse action (as defined in the applicable consumer reporting laws) against any consumer based solely on TransUnion's Fraud and ID Management Services. TransUnion does not guarantee the accuracy, completeness or reliability of the High Risk Fraud Alert or any other Fraud and ID Management Services, and a fraud message, a match, or lack of a match, is not intended, in itself, to guarantee reliability. Accordingly, Subscriber agrees to use the Fraud and ID Management Services at its own risk.

### 5.3 TransUnion Scoring Products.

5.3.1 Subscriber may request that TransUnion provide TransUnion Scores to Subscriber in connection with the delivery of Services obtained hereunder. TransUnion agrees to perform such processing as reasonably practicable. Subscriber will request TransUnion Scores only for Subscriber's exclusive use. Subscriber may store TransUnion Scores solely for Subscriber's own use in furtherance of Subscriber's original purpose for obtaining the TransUnion Scores and for no other purpose.

5.3.2 Subscriber recognizes that factors other than the TransUnion Score may be considered in making a decision about a consumer. Such other factors include, but are not limited to, the Credit Report, the individual account history, application information, and economic factors. TransUnion may provide score reason codes to Subscriber. The score reason codes are designed to indicate the principal factors that contributed to the TransUnion Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by applicable consumer reporting law. The TransUnion Score itself is proprietary and may not be used as the reason for adverse action and accordingly, shall not be disclosed to credit applicant, except as clearly required by law.

5.3.3 TransUnion warrants that the scoring algorithms used in the computation of the TransUnion Scores provided under this Agreement, are empirically derived from credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the purpose of the TransUnion Scores when applied to the population for which they were developed. The TransUnion Score may be delivered with a Credit Report for convenience only but the TransUnion Score does not form part of the Credit Report nor does it update, enhance, modify, supplement or change the information in the Credit Report on which it is based.

**5.4 Configuration Requirements.** For all Services that are configurable (including, but not limited to, High Risk Fraud Alert), the configuration, delivery specifications and/or decision criteria of the Subscriber shall be as set out in a separate written configuration requirements document agreed to by the parties. In the event of any conflict between the Agreement and the configuration requirements document, this Agreement shall supersede to the extent necessary to resolve such conflict. Subscriber is solely responsible to determine its compliance obligations, in particular without limitation, its compliance with the provincial consumer reporting legislation, privacy legislation or the Proceeds of Crime (Money Laundering and Terrorist Financing Regulations) or other applicable law or regulation and as a result, Subscriber is solely responsible to obtain its own legal advice and to determine the configuration required such that it meets these compliance obligations. If Subscriber requires modifications to the configuration requirements document at any time during the Term of the Agreement, Subscriber shall submit a change request as mutually agreed to in writing by the parties.

### 6.0 WARRANTY

TransUnion agrees to provide Services under this Agreement in conformance with the terms hereof and in a diligent and professional manner in accordance with industry standards for similar services. The parties recognize that the Services furnished to Subscriber are based upon data obtained from sources considered to be reliable and TransUnion will use good faith in assembling such data. However, due to the possibilities of errors inherent in the procurement and compilation of statistical data involving a large number of individuals, the accuracy, reliability or completeness of the information provided as part of the Services under this Agreement is not warranted. **THE WARRANTY SET FORTH IN THIS SECTION 6.0 IS IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATION, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, TRANSUNION'S SOLE LIABILITY, AND SUBSCRIBER'S SOLE REMEDY, FOR BREACH OF THIS WARRANTY SHALL BE THE CORRECTION OF ANY DEFECTIVE SERVICE (PROVIDED THAT, TRANSUNION RECEIVES A WRITTEN NOTICE WITH A REASONABLY DETAILED DESCRIPTION OF THE DEFECT WITHIN TEN (10) DAYS AFTER THE**

**PERFORMANCE OF THE SERVICE) AND/OR THE REFUND OF FEES PAID FOR SAME AT TRANSUNION'S DISCRETION.**

**7.0 INDEMNIFICATION**

Subscriber shall indemnify and hold harmless TransUnion and its directors, officers, employees, representatives and agents from any and all claims, losses, liabilities or damages, including consequential damages, and costs (including reasonable attorney's fees) arising directly or indirectly from, but not limited to: (i) the failure or alleged failure of Subscriber to perform any of its obligations described in this Agreement, including but not limited to, any breach which results in the non-permissible use of Credit Reports provided hereunder; (ii) the negligence or intentional wrongful conduct of Subscriber, its directors, officers, or employees; or (iii) the use of Credit Reports or any other Service.

**8.0 LIMITED LIABILITY**

**EXCLUDING ANY CLAIMS, LOSSES, LIABILITIES OR DAMAGES ARISING OUT OF SUBSCRIBER'S OBLIGATION OF INDEMNITY UNDER SECTION 7.0, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF DATA AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, IN NO EVENT SHALL TRANSUNION'S TOTAL AGGREGATE LIABILITY TO SUBSCRIBER OR ANY THIRD PARTY ARISING UNDER THIS AGREEMENT AND/OR IN RESPECT OF THE SERVICES EXCEED THE TOTAL AMOUNT OF FEES PAID TO TRANSUNION BY THE SUBSCRIBER DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING AN EVENT GIVING RISE TO A CLAIM FOR LIABILITY, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE. THESE LIMITATIONS SHALL SURVIVE AND APPLY NOTWITHSTANDING THE VALIDITY OF THE LIMITED REMEDIES PROVIDED FOR IN THE AGREEMENT.**

**9.0 TERM, EXPIRATION AND TERMINATION OF AGREEMENT**

9.1 This Agreement shall come into effect on the Effective Date and shall continue until terminated by either party hereto (the "Term").

9.2 Other than as provided in the pricing document, either party may terminate this Agreement or any specific Services upon thirty (30) days prior written notice to the other party.

9.3 Notwithstanding anything else herein, TransUnion reserves the right, at TransUnion's sole discretion, to immediately suspend its performance, in whole or in part, under this Agreement, immediately terminate this Agreement, or both, if TransUnion, determines that: (a) Subscriber has failed to pay any fees in accordance with the terms of this Agreement; (b) Subscriber has breached any other material term of this Agreement and failed to remedy at such breach within ten (10) days' notice from TransUnion; (c) Subscriber has become insolvent, commenced an act of bankruptcy, suspended business operations or has bankruptcy, dissolution, liquidation or winding-up proceedings commenced against it (unless such proceedings are actively and diligently contested in good faith on a timely basis); (d) Subscriber has failed or is likely to fail to comply with any requirements of applicable legislation or if TransUnion is aware that Subscriber has failed or is likely to fail to obtain the appropriate consents, which may affect TransUnion's business or compliance with applicable laws; (e) the requirements of any law, regulation or judicial action have not been met; (f) as a result of any new, or changes in existing, law, regulations or regulatory or judicial action, that the requirement of any law, regulation or judicial action will not be met; (g) the use of the Services is the subject of litigation or threatened litigation by any governmental agency; or (h) any combination of the foregoing.

9.4 With the exception of TransUnion's obligation to provide Services under this Agreement, all provisions of this Agreement shall survive any such termination of this Agreement including, but not limited to, all restrictions on Subscriber's use of the Services. Moreover, any such termination shall not release Subscriber from the payment of any fees or any other payments due to TransUnion through to the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination.

**10.0 CONFIDENTIAL INFORMATION**

Subscriber agrees to hold in strict confidence the Credit Reports, Personal Information, the Services or any information received by Subscriber as part of the Services and not to distribute any copy to any other party, except as strictly required by any law or other lawful order. However, this restriction shall not prohibit Subscriber from discussing with the subject of the report, who is the subject of an adverse action (as defined in applicable consumer reporting legislation), the content of the report as it relates to the reasons for the adverse action. Furthermore, Subscriber agrees that it will receive information of a confidential and/or proprietary nature during the performance of this Agreement, including but not limited to any information contained in the Services, member codes or passwords, and such confidential and proprietary information will be held in strict confidence by the Subscriber and (i) distributed internally only on a need to know basis to its Representatives who are under similar confidentiality restrictions as contained in this Agreement, or (ii) disclosed only upon demand to governmental regulatory agencies; or (iii) disclosed as required by law. Subscriber shall protect any such confidential or proprietary information with at least the same degree of care it uses to protect its own information of a similar nature (although not less than a reasonable degree of care) or as required under applicable laws.

**11.0 SAFEGUARDING**

Each party shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") designed to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against anticipated threats or hazards to the security or integrity of Personal Information; and, (iii) protect against unauthorized access or use of Personal Information that could result in substantial harm or inconvenience to any consumer. Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information and to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure including without limitation, ensuring any Subscriber intentional deletion, destruction and/or disposal of Personal Information (whether in paper, electronic, or any other form, and regardless of medium on which such Personal Information is stored) is performed in a manner so as to reasonably prevent its misappropriation or other unauthorized use including, but not limited to, cross-shredding printed information and pulverizing or incinerating tapes, disks and other such non-paper media.

**12.0 SYSTEM AND ACCESS**

Subscriber will be responsible for the availability and performance of any leased lines, modems or other communication devices required to obtain access to the Services, in addition to Subscriber's own network systems or those of its application service providers ("ASP"). For the purpose of this section, an ASP shall be any third-party supplier whose services have been retained by Subscriber to receive, host, store, archive and/or process Services or any other information derived from the Services on behalf of Subscriber. Subscriber shall ensure that its ASP implements and maintains the Safeguards to protect Personal Information and confidential information and to protect it from unauthorized access, destruction, use, modification or disclosure. Subscriber is responsible for all security breaches emanating from any of its (or its ASP's) leased lines, modems or other communication devices, as well as any unauthorized access, system compromise, Subscriber's password or code misuse or any unauthorized access using such Subscriber's password or code. TransUnion shall have no liability in relation thereto and Subscriber acknowledges that TransUnion shall assume that the individual(s) logging or accessing TransUnion's systems using the specific code(s) and password(s) assigned to Subscriber are in fact authorized to do so by Subscriber. Subscriber shall be liable for all

actions and omissions of its ASP, including without limitation ASP's compliance with this Agreement and Subscriber shall indemnify and hold TransUnion harmless for all claims, losses, damages and expenses arising from ASP's non-compliance with any of the terms of this Agreement, including but not limited to any use of Services in violation of this Agreement, any other acts and omissions of ASP and any disputes or issues arising in connection with ASP. TransUnion is not a party to any contractual arrangement entered into between Subscriber and ASP, and is not liable for any dispute that arises between Subscriber and ASP. Furthermore, Subscriber understands and agrees that ASP shall not be entitled as a third party beneficiary or otherwise, to take any action or have any recourse against TransUnion in respect of any claim based upon any actual or alleged failure to perform under this Agreement.

### 13. OWNERSHIP

Subscriber agrees that the Services provided hereunder are confidential and proprietary to TransUnion and except as explicitly set forth in this Agreement, and subject to the licenses granted by Subscriber hereunder, the entire right, title and interest in and to the Services and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created by TransUnion in its performance of the Services (collectively the "Work Product"), shall at all times vest exclusively in TransUnion.

If Subscriber contributes, to any extent, to the Work Product (other than solely providing Subscriber-owned data), Subscriber hereby automatically assigns to TransUnion at the time of contribution to the creation of such Work Product, without any requirement or further consideration, any right, title or interest it may have in such Work Product, including any copyrights or other intellectual property rights pertaining thereto. Upon TransUnion's request, Subscriber shall take such further actions including, without limitation, execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment. Moreover, Subscriber shall also cooperate in prosecuting patent applications, infringement actions and other intellectual property enforcement procedures deemed necessary by TransUnion with such directly related reasonable and actual expenses incurred by Subscriber reimbursed by TransUnion.

TransUnion reserves all rights not explicitly granted to Subscriber under this Agreement. Subscriber shall not attempt, directly or indirectly, to reverse engineer, decompile, or disassemble the Services or any confidential or proprietary criteria developed or used by TransUnion relating to the Services provided under this Agreement.

With respect the Services, upon full payment of all amounts payable to TransUnion under the pricing document and for the duration of the Agreement, TransUnion hereby grants to Subscriber: (a) a worldwide, paid-up, non-transferable and non-exclusive license to all Services provided hereunder for use by Subscriber or on behalf of Subscriber, within Subscriber's internal business operations; and (b) a worldwide, paid-up, limited non-exclusive license to use any and all TransUnion-owned intellectual property rights that are integrated into such Services to the extent necessary for Subscriber to exercise, unencumbered, its rights set forth herein. Such licenses shall not be deemed to include sublicensing rights or any rights to third party works including, but not limited to, any TransUnion subcontractor intellectual property rights, unless TransUnion explicitly otherwise grants such rights to Subscriber in writing.

### 14. MISCELLANEOUS

**14.1 Assignment.** Subscriber shall not without the prior written consent of TransUnion, assign or transfer, whether by sale of its assets, acquisition or take over, any right or interest under this Agreement. TransUnion may, at its sole discretion, assign any or all of its rights and obligations in this Agreement without Subscriber's consent, including without limitation moneys due or to become due. Subscriber shall be responsible to TransUnion for all work performed by Subscriber's subcontractors. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

**14.2 Conflicts or Inconsistencies.** If there is any conflict or inconsistency between the main body of this Agreement and exhibits to this Agreement, the order of precedence of interpretation, to the extent of such conflict or inconsistency, shall be as follows: (1) main body of the Agreement and (2) the exhibits.

**14.3 Entire Agreement.** This Agreement, including its exhibits, comprises all the terms, conditions and agreements of the parties hereto with respect to the subject matter herein. This Agreement cancels and supersedes all prior agreements, understandings and communications on the subject matter of this Agreement, whether oral or written, express or implied. This Agreement may not be varied except through a document agreed to and signed by an authorized representative of both parties.

**14.4 Force Majeure.** TransUnion shall not be responsible for any non-performance, delay in performance or inadequate performance caused by conditions beyond its reasonable control, including without limiting the generality of the foregoing, acts or omission of the Subscriber, acts of our civil or military authority, state of war, acts of terrorism or other national emergency, strikes, boycotts or other concerted acts of workers, lockouts, failure of utilities or communications carriers, embargoes, insurrections or acts of God, fire, flood or enactment of laws, regulations or other order of public authorities.

**14.5 Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Any dispute under this Agreement arising between the parties will be referred to the exclusive jurisdiction of the Courts of Toronto, Ontario.

**14.6 Compliance with Laws.** Each party shall be responsible for compliance with all applicable Canadian, provincial and local legislation, regulations and judicial actions, as now or may become effective, to which it is subject.

**14.7 No Publicity.** Neither party shall, without the prior written consent of the other, save and except as may be required by law, publicise nor disclose the existence or terms of this Agreement to any third party, other than on a confidential basis to its legal and financial advisors. In particular, no press releases, public announcements or public displays of any Services performed specifically by TransUnion shall be made without the written agreement of TransUnion.

**14.8 Notice.** Unless otherwise expressly agreed to in writing, any notice, consent or other document required to be sent pursuant to this Agreement shall be in writing and shall be delivered by hand, mailed by registered first class mail (postage prepaid) or sent by prepaid courier or facsimile transmission to the following addresses:

**For Subscriber:**

Address: [insert address]

Fax: [insert fax #]

To: [insert to whom communication goes]

**For TransUnion:**

Address: 3115 Harvester Road  
Suite 201  
Burlington, Ontario, Canada  
L7N 3N8

Fax: 289-288-0304

To: General Counsel

Any written notice is deemed to have been received: (a) if delivered by hand, at the time of its delivery, so long as a receipt is obtained from the recipient; (b) if sent by registered first class mail, at the time of its delivery; (c) if sent by prepaid courier, at the time of its delivery so long as the courier obtains confirmation of delivery; or (d) if transmitted by facsimile transmission, on the date of such transmission so long as such facsimile provides confirmation of sending.

No party shall mail any notice during any public holiday or period when postal workers are on strike or if a strike is imminent. Any party may change its address by giving notice of the change to the other party in accordance with the provisions of this paragraph.

**14.9 Status of Subscriber.** A party and its Representatives shall under no circumstances be considered employees, agents, partners, parties to a joint venture or representatives of the other party, nor shall either party have any authority to bind the other in any respect. Neither party shall act or attempt to act, or represent itself, directly or by implication as agent, party to a joint venture with the other party, partner or representative of the other, or in any manner assume or attempt to assume or create any obligation or liability of any kind, or make any promise, warranty or representation with respect to the Services or any other matter, express or implied, on behalf of, or in the name of, the other.

**14.10 Survival.** Notwithstanding the expiration or termination of this Agreement, it is expressly provided that the provisions of this Agreement that, by their nature, should extend beyond the life of this Agreement shall remain in force in accordance with their terms.

**14.11 Unenforceability of Provisions.** Each section and provision of this Agreement is severable from the Agreement and if one paragraph or provision is declared invalid, the remaining sections and provisions shall nevertheless remain in full force and effect and the parties shall, in good faith, negotiate an appropriate amendment to the Agreement to replace the invalid provision. If the parties shall fail to agree upon an appropriate amendment, then this Agreement shall be construed (a) as if such invalid or unenforceable provision or part thereof had been effectively modified to the extent necessary to avoid the illegality or unenforceability of such provision, if possible, and if not, then (b) as if such invalid or unenforceable provision or part thereof had not been contained herein.

**14.12 Waiver.** No party shall be deemed to have waived the exercise of any right that it holds under this Agreement or at law unless such waiver is expressly made in writing. Failure of a party at any time, and for any length of time, to require performance by the other party of any obligation under this Agreement shall in no event affect the right to require performance of that obligation or the right to claim remedies for breach under the Agreement or at law. A waiver by a party of any breach of any provision of this Agreement, unless otherwise expressly stated in writing, is not to be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any right under this Agreement or at law.

**14.13 Counterparts/Facsimile Signatures.** This Agreement may be signed by manual or facsimile signature in several counterparts of like form or other electronic transmission of an unmodified image (e.g., transmission in a portable document format "pdf"), each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. This Agreement shall not be binding on TransUnion until executed by TransUnion's authorized signatory.

**IN WITNESS WHEREOF,** this Agreement has been executed by the undersigned authorized representatives.

<b>TRANS UNION OF CANADA, INC.</b>	
Signature:	
Name:	
Title:	
Date:	

<b>SUBSCRIBER: [insert complete legal name]</b>	
Signature:	
Name:	
Title:	
Date:	

**EXHIBIT A****LIST OF SUBSIDIARIES**

A subsidiary means, with respect to Subscriber, any entity at any time controlled by such Subscriber, where such control means direct ownership of 51% or more of the shares entitled to vote for the election of the board of directors or other governing body of the entity. Subscriber has such subsidiaries, as listed on this Exhibit A, which subsidiaries are authorized by Subscriber to access TransUnion Credit Reports and/or Services under Subscriber's code(s) or their own code(s), pursuant to the terms and conditions of the Agreement. Subscriber shall notify TransUnion in writing of any requested additions to or deletions from this Exhibit A.

(To complete if applicable)