

Insurance Agent Agreement

United Software Developers
2913 Avenue V
Brooklyn, NY 11229
Phone: 718-648-5300
Fax: 718-407-1425

Sole Ownership Partnership Corporation

Part A. General Information

Legal Business Name: _____ DBA Name: (if applicable): _____
Physical Address: _____
Mailing Address (if different): _____
Business Telephone: _____ ext. _____ Fax No.: _____
FEIN: _____ Date & State of Incorporation: _____
Primary Contact: _____ Title: _____ Email: _____
Accounting Contact: _____ Accounting Email: _____
How did you hear about us? _____ Website: _____
California Agreement Number: _____ California Requester Code: _____

Part B: Licensing

Insurance License #: _____ State: _____ Expires: _____

Part C: Ownership

List below individual or each corporate officer of the business.

Name (Last, First, MI)	Title	Complete SS#

AFFIDAVIT OF INTENDED USE

To obtain Record(s), you must declare your intended use of the information therein. If you are acting as an agent or employee, you must identify the company or entity on whose behalf you are requesting the records.

INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED PURPOSES:

For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.

Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law under the Drivers Privacy Protection Act 18 U.S.C. § 2721 et. seq. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.

Company Name: _____
Corporate Officer Signature: _____ Title: _____
Printed Name: _____ Date: _____

Disclaimer: The information submitted in this Application and Agreement will be used to determine your eligibility for accessing information provided by Softech International/United Software Developers. Softech/United Software reserves the right to reject this Agreement for any reason without explanation and there will be no recourse taken against Softech/United Software and/or its employees or officers. Additionally, the applicant hereby authorizes Softech/United Software to independently verify the information provided herein. As part of your application for services, Softech/United Software may be required to verify bank/credit information, business or client references for your organization and on any and/or all officers and signees of the applying entity.

INSURANCE SUBSCRIPTION AGREEMENT

THIS AGREEMENT is between SOFTECH INTERNATIONAL, INC. ("SOFTECH"), a Florida corporation with its principal place of business located at 13501 SW 128th Street, Ste. 111, Miami, Florida 33186, UNITED SOFTWARE DEVELOPERS and _____ ("Customer") with its principal place of business located at _____. This Agreement is entered into on the _____ day of _____, 20_____.

1. Services Rendered by SOFTECH

1.1 Upon request and relying upon Customer's representations that it has a legitimate purpose for information, SOFTECH will provide consumer reports to the Customer. SOFTECH will only furnish a report for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA") and no other purpose.

1.2 Periodically SOFTECH may provide to Customer copies of certifications, consumer consents, notices and summary of rights under the FCRA as well as other forms which SOFTECH finds helpful in meeting its obligations under the FCRA and other applicable laws on its website for downloading by Customer. However, it is the responsibility of the Customer to be knowledgeable about and to comply with the FCRA, the Driver Privacy Protection Act, 18 U.S.C. §2721 et seq. ("DPPA") and other applicable federal, state and local laws regulating the release and use of such consumer reports.

2. Customer responsibilities when ordering report

2.1 Customer represents that it is an existing business with the legitimate need for consumer reports offered by SOFTECH. Customer specifically represents that reports will only be obtained for its own use and it is the end user of the reports. Customer will request reports for one of the following FCRA purposes: insurance underwriting, employment purposes, granting credit, collection of a credit account, or in connection with a business transaction initiated by the individual who is the subject of the report or one of the following DPPA purposes: insurance, CDL verification, notice to owners of towed/impounded vehicles, for use with any civil, criminal, administrative or arbitral proceeding, accuracy of personal information, with the express consent of the consumer or other purposes allowed by state laws relating to the release of motor vehicle records.

2.2 The Customer represents that, in addition to complying with the FCRA and similar state laws, in regard to all reports, it will follow the requirements of the DPPA and the various state laws implementing the DPPA in regard to motor vehicle reports.

3. Customer representations and responsibilities when ordering a report

3.1 Customer represents in conjunction to requesting a report for non-employment purposes, Customer will:

- (i) disclose to the individual who is the subject of the report that a consumer report may be obtained;
- (ii) obtain, except as otherwise permitted by law, a consent of the individual allowing the obtaining of the consumer report;
- (iii) that it will comply with the FCRA and similar state laws, in regard to reports falling within the coverage of the FCRA; it will also follow the requirements of the DPPA and the various state laws implementing the DPPA in regard to motor vehicle reports.
- (v) After taking adverse action against a consumer, if a FCRA purpose supported the request for the report in question, customer shall notify the consumer of such action and provide a copy of the consumer's rights under the FCRA. Customer may send a copy of the report to the consumer with the notice of adverse action.

3.2 Customer represents that in conjunction with requesting a report for employment purposes it will:

- (i) disclose to the individual who is the subject of the report that a consumer report or, as applicable, an investigative consumer report, may be obtained;
- (ii) obtain the written consent of the individual allowing the obtaining of the consumer report;
- (iii) provide to the individual a summary of the individual's rights required under the FCRA and any applicable state law; and
- (iv) not utilize any information in violation of any federal or state equal employment opportunity law or regulation;

- (v) that a reasonable amount of time prior to taking adverse employment action against the individual who is the

subject of the report, when such action will be based in whole or in part upon the information contained in the report furnished by Softech, the Customer will, except as otherwise provided by law, advise the subject of the intent to take adverse action and provide a copy of the report to the individual and a description, in writing, of the individual's rights under the FCRA.

- (vi) that after taking adverse action based in whole or in part upon information contained in a report furnished by Softech the Customer shall:

- (a) provide notice of such action to the individual;
- (b) provide the name, address and telephone number of Softech; and
- (c) inform the individual that he/she is entitled to a free copy of the report and a right to dispute the record through Softech and that Softech is unable to provide the individual the specific reasons why the adverse action was taken by you.

- (vii) that it will comply with the FCRA and similar state laws, in regard to all reports, it will follow the requirements of the DPPA and the various state laws implementing the DPPA in regard to motor vehicle reports.

4. Compliance with Applicable Law

4.1 The laws relating to the furnishing and use of information are subject to change. It is the responsibility of Customer to become knowledgeable in such laws and to comply with them. The failure to comply with the then current applicable law may result in a breach of this agreement, termination of service, civil and criminal liability. SOFTECH does not undertake any obligation to advise Customer of its legal obligations.

4.2 Customer agrees to promptly execute and return to SOFTECH all documentation required, now or in the future, by any government agency or SOFTECH to permit release of information or to ensure compliance with applicable laws or regulations including SOFTECH's routine and specific audit requests to verify that requests are being sought for permissible purposes. The failure to return such documentation will result in Customer being blocked from receiving the information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.

4.3 Customer consents to any reasonable request by Softech to audit records of the Customer in person or by requesting copies of documents and to communicate with employees of the Customer, with notice to Customer, to determine the appropriateness of any present or past request(s) for information by Customer. A failure to cooperate with an audit may result in the immediate termination or suspension of service.

5. Charges for Services

5.1 SOFTECH will charge a fee for each request made by Customer, in accordance with SOFTECH's fees schedule. SOFTECH reserves the right to change the fees charged upon thirty (30) days notice to Customer. Applicable sales or other taxes will be added to all fees; right to change state fees, require no advanced notice. SOFTECH will take reasonable measures to provide state fee increase notices to its customers prior to the effective date, however cannot guarantee its promptness. Customer agrees to pay Softech's reasonable attorney fees and costs incurred in enforcing the terms of this Agreement and fee schedule and in the collection of amounts due hereunder.

6. Confidentiality of Information

6.1 Information provided by SOFTECH to its Customers is considered confidential by law. Upon its receipt, Customer shall treat the information as confidential. Such information shall be maintained in confidential files to which access is restricted. Only those who need such

information to perform their responsibilities shall have access to the same. Customer shall supply to SOFTECH the name and phone number of the contact person or persons with whom SOFTECH may discuss the contents of reports furnished to Customer or to verify information furnished by Customer. At the time Customer disposes of any information furnished by Softech, it shall cause such to be destroyed by cross shredding, burning or electronic destruction as required by regulations issue by the Federal Trade Commission.

7. Responsibility for Information

7.1 Customer acknowledges that SOFTECH relies totally on the information contained in the records of various governmental agencies for its reports. SOFTECH is not responsible for inaccurate or false information. Customer agrees to assert no claim and waives liability against SOFTECH for any inaccurate or false information included in any report unless SOFTECH had actual knowledge of the error caused by Softech and failed to correct it.

7.2 Customer will pay for all liabilities and expenses, including reasonable attorney fees, incurred by SOFTECH as a result of Customer's breach of this Agreement or Customer's failure to comply with the FCRA or other applicable laws. Further, Customer agrees to hold SOFTECH harmless and will indemnify SOFTECH from all claims and losses resulting from Customer's breach of this Agreement or violation of any applicable law. SOFTECH agrees to hold Customer harmless for all claims and losses arising from SOFTECH's violation of any applicable law.

8. Misuse of Information

The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose, i.e. reasons other than those listed in paragraph 1.1 above. Further, those involved in such improper requesting may be subject to criminal penalties of imprisonment up to one year and/or a fine of \$5,000 for each offense. 15 U.S.C. § 1681q. Further, the DPPA prohibits obtaining information under false pretenses and restricts the resale or redisclosure of personal information contained in state motor vehicle records. A violation of the DPPA also may result in criminal penalties. 18 U.S.C. § 2733(a). If a Customer or one of its employees misrepresents to SOFTECH the reason for a report or requests a report for an impermissible purpose, SOFTECH may terminate service without notice in addition to other remedies available to SOFTECH. Customer agrees to indemnify Softech as provided in paragraph 7.2 above for any claims and liabilities related to an unauthorized request.

9. Termination of Agreement

9.1 Customer may terminate this Agreement at any time upon written notice to SOFTECH. Customer will remain liable for all charges made to its account prior to termination and will promptly pay all sums due.

9.2 SOFTECH may immediately terminate this Agreement upon the occurrence of the following events:

- (i) Default in payment of charges for SOFTECH services;
- (ii) Misuse of information contained in a SOFTECH report;
- (iii) Improper requests for information;
- (iv) Failure of Customer to comply with or assist SOFTECH in complying with the FCRA or any other applicable law;
- (v) A material breach of this Agreement or violation of any law or regulation governing the request, use or release of the information in the reports by Customer.
- (vi) Unauthorized release of information in a consumer report to a third party or the reselling of any report.

9.3 Otherwise, SOFTECH may terminate this Agreement by thirty (30) days written notice by SOFTECH to Customer.

10. Ownership of Computer Programs

This Agreement does not include the sale or license of any computer program used in SOFTECH's providing services under this Agreement. Further, it is understood that such programs are not to be sold,

transferred, assigned, given, downloaded or lent to any other person or entity.

11. Change in Customer's Business

Customer shall immediately notify SOFTECH of any of the following events: change in ownership of the Customer (over 50%); a merger, change in name or change in the nature of Customer's business that in any way affects Customer's right to request and receive consumer reports.

12. Miscellaneous Provisions

12.1 This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations and representations. This Agreement may only be modified in writing signed by both parties; however, subsequent representations by Customer to show compliance with existing or future laws are effective when signed by Customer with addition in Agreement and are to be construed to be part of this Agreement.

12.2 All communications and notices to be given under this Agreement will be made to the addresses and telephone numbers set forth herein. Each party will notify the other promptly of any change of address or telephone number.

12.3 This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and SOFTECH and Customer hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

12.4 This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and Softech and Customer hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

12.5 Softech may make changes to the software or methods used to provide service to Customer and Customer must make any necessary changes to maintain working connection to the service at Customer's sole cost.

12.6 Softech is not responsible for any events or circumstances beyond its control that prevent it from meeting its obligations, which include but are not limited to: war, riots, embargos, strikes, disruptions in communications or acts of God.

12.7 This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of Florida by SOFTECH. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of Florida.

SOFTECH INTERNATIONAL INC

By: _____

Title: _____

SUBSCRIBER

By: _____

Title: _____