

BUSINESS INFORMATION SERVICES CONSOLIDATED AGREEMENT

KCB Information Service, (KCB) will furnish the services from Experian Information Services Business Credit Division (Experian) described herein to customer identified at the signature block below ("Customer") under the following terms and conditions of this Business Information Services Consolidated Agreement ("Agreement").

1. DEFINITIONS

1.1 Attachment(s) means the document(s), Job Specification and addenda which are initially attached hereto and incorporated herein or thereafter agreed to by the parties in writing.

1.2 BOP means a "Business Owner Profile" report of consumer credit information on small business proprietors.

1.3 Business Credit Services means those services provided by KCB involving the supply of business credit information in the Experian business credit reporting database.

1.4 Business Marketing Services means those services provided by Experian involving the supply of business credit information in the Experian business credit reporting database.

1.5 Experian Data means any data which KCB provides to Customer or Customer's third party processor in performing Services except that data which Customer provides to Experian ("Customer Data") for file enhancement or other processing services. To the extent consumer credit information is used, such information is provided to Experian as agent to the Experian Consumer Information Solutions, division.

1.6 Multiple Use means a Business Marketing Services list provided under the Job Specification that may be re-used by Customer for a period of twelve (12) months after the initial receipt of the list for follow-up mailing or telemarketing to those businesses on that list.

1.7 Portfolio Scoring Services means (a) an account management service used to assess portfolio risk by appending credit or risk score information to Customer's current account portfolio of businesses for the express purpose of determining whether to retain or modify the terms of Customer's product or service offerings to its clients: or (b) a model building or validations tool when use of archived data is requested.

1.8 SBI means "Small Business Inetlliscore" a services consisting of a statistically bases credit risk score which integrates business credit and consumer credit information regarding the sole proprietor or general partner of the business.

1.9 Services means collectively, any services provided pursuant to this Agreement and Attachments.

1.10 Third Party Processor means a firm engaged in the business of providing additional data processing services in conjunction with the purchase of KCB Services. Customer will identify any Third Party Processor it engages and Customer will have the Third Party Processor sign a Third Party Processor Undertaking form.

2. TERM AND TERMINATION

This agreement shall continue in force without an fixed date of termination. The term of an Attachment shall begin upon its effective date and shall terminate with this Agreement unless otherwise specified in the Attachment. Either party may terminate this Agreement up 30 days prior written notice to the other. If KCB believes that Customer has breached a materiel obligation in this Agreement, KCB may terminate this Agreement immediately upon notice to Customer.

3. PAYMENTS

3.1 General. In consideration of KCB's performance of the the Services, Customer will pay KCB its standard published pricing unless otherwise specified in writing and mutually agreed upon.

Unless otherwise specified, such pricing is subject to change upon thirty (30) day notice to Customer.

3.2 Payment. KCB will invoice Customer monthly for Fees, shipping charges and sales and use taxes. Amounts are due within thirty (30) days from date of invoice. IF Customer does not pay within thirty (30) days, KCB may charge Customer interest on the unpaid amount at the rate of one and one-half percent (1.5%) per month or the highest amount permitted by the law, whichever is less. In the event Customer fails to make any payments within five (5) business days of notice of such failure, and in addition to all other legal, equitable and contractual remedies, all remaining unpaid amounts shall be due in full. KCB shall have the right to deny access to the Services until such amounts are paid in full.

3.3 Shipping Costs; Taxes. The prices and rates for the Services do not include shipping costs or applicable federal, state or local taxes. Customer is responsible for and will pay or reimburse KCB for such shipping costs and sales or use taxes.

4. JOB SPECIFICATIONS

4.1 Letter Format. When Customer desires KCB to undertake criteria based services, Customer will deliver to KCB a written request containing sufficient information to enable KCB to perform such services. After receipt of the request, KCB will issue to Customer for signature a letter ("Job Specification") identifying the criteria and pricing which the parties mutually agreed upon and which thereafter will apply to the requested Services.

4.2 Cancellations and Change Orders; If Customer changes or cancels an individual Job Specification, or any portion thereof, after KCB has commenced work, Customer agrees to pay KCB for its incurred costs for such work in process. Services canceled within ten (10) days of KCB's mailing date to Consumer will be charged full price for the Services.

5. USE RESTRICTIONS

5.1 Use of Business Credit Services. Customer hereby certifies and warrants that it will request and use business credit information received from KCB for Customer's own internal business use and not for resale, transfer or redistribution to third party (ies).

5.2 One Time Use of Business Marketing Lists. Unless the Job Specification specifically authorizes Multiple Use, Customer is permitted to use an Experian business marketing list only once and exclusively in connection with the specific marketing application pre-approved by KCB. This does not prevent Customer's use of an Experian list or Experian Data for Customer's internal analysis or mail suppression only. Seed names have be included to detect unauthorized use.

5.3 Manner of Use, Resale and Compliance with Law. Customer agrees that it will use the Services and Experian Data provided under this Agreement in accordance with all federal, state and local laws, and Experian use restrictions. The Experian Data may not be merged or incorporated with any other file without the express written consent of Experian. Customer agrees that it will not copy or otherwise reproduce any Experian Data except as necessary for back up or security purposes. Under no circumstances will Customer attempt, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian in performing the Services. Except as required by law, Customer agrees not to divulge, sell or transfer the information provided via the Services to any third party without Experian's prior written consent. Without limiting the foregoing, Customer will not use any Experian Data, supplied thereunder for list rental fulfillment or to select out names from it own or other database for resale. Unless otherwise agreed, within ninety (90) days of either the use of the Experian Data, receipt of an update, or upon termination of this Agreement, Customer shall destroy or return to Experian all data or other information derived from Experian Data.

5.4. Proprietor Information - Certification. Customer acknowledges that it is the position of the Federal Trade Commission that the federal Fair Credit Reporting Act (the "FCRA: - 15 U.S.C. 1681 *et seq.*) governs the use of consumer credit information contained in the BOP, SBI, or any other Experian Services containing consumer credit information. Customer certifies that it will use Experian consumer credit information provided to Customer solely in connection with a current commercial (i.e. not for personal, family or household purposes) credit transaction involving the individual on whom such information is sought, and only if the individual (i) is the proprietor of an unincorporated business (ii) is a general partner in a partnership; (iii) is a guarantor of the business' obligation (and has provided to Customer a copy of such written guaranty); or (iv) has given written instruction for provision of such information. Every inquiry Customer makes on an individual will appear on such individual's Experian consumer credit report, listed as an

Experian BOP, SBI or account monitoring inquiry, and will include Customer's business name and address.

5.5 Portfolio Scoring Services Use. If credit information is used, Customer acknowledge that Portfolio Scoring Services are (a) not to be used to cross-sell other products and services to its clients but can be used to up-sell (i.e. enhance) or modify the terms of existing products and services that it is currently providing; and (b) only to be used of model development or model validations when using archived consumer credit information data.

5.6 Customer Data. KCB agrees that it will use Customer Data only for the purpose of performing the Services ordered by Customer and will not disclose Customer data to any third party except as directed by Customer or as necessary to perform the Services. Unless otherwise agreed in writing KCB will return or destroy all Customer Data upon completion of the associated Services.

6. DATA CONTRIBUTION

If Customer has agreed to contribute its accounts receivable and/or collection data ("Customer Records) to Experian and to make them available to Experian at mutually agreeable times and formats, Customer shall provide Customer Records which are accurate to the best of its knowledge and it shall promptly update and correct all known inaccurate information. Customer shall provide KCB with a written notice (i) if any information is disputed by a business, (ii) if the business closes the account; and (iii) if the account is placed for collection. Customer shall bear the expense of preparing and delivering Customer's Records to KCB. Experian will incorporate, at its expense Customer's Records into its business credit data base.

Information, once incorporated, will be Experian's exclusive property. Notwithstanding the foregoing, Customer shall retain its interest in the Customer Records. At KCB's request, Customer will reinvestigate and verify the accuracy of Customer's Records for any purpose consistent with applicable federal, state and local laws, rules, and regulations; provided, however, that Experian will use reasonable commercial efforts not to release a list that specifically identifies business entities as Customer's clients or identify Customer as the source of an specific data reported, unless Customer specifically authorizes Experian, in writing, or should Customer choose to provide its data to Experian in a mutually agreeable format that allows such disclosure, then Consumer's provisions of its data in a format that allows such disclosure shall act as Customer's consent to its disclosure.

7. INTELLECTUAL PROPERTY

7.1 No License. Customer acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Services and compile its various databases. The Services and the data in Experian's databases are and will continue to be Experian's exclusive property. Nothing contained in this Agreement shall be deemed to convey to Customer or to any other party any right, title or interest, including any patent, copyright or other propriety right, in or to the Services or the data in Experian's databases. Experian reserves all right, title and interest in the information provided via the Services, which is protected under United States copyright laws and international conventions.

7.2 Trademark and Marketing. Neither party will use or permit its employees, agents and subcontractors to use, the trademark, service marks, logos, names, or any other of the party's proprietary designations, whether registered or unregistered, without that party's prior written consent.

8. INDEMNIFICATION

Customer will indemnify, defend and hold KCB harmless from and against any and all liabilities, damages, Losses, claims, cost and expenses (including attorney's fees) arising out of or resulting from Customer's or any Third Party's Processor's use of the Experian Data including, without limitation, (i) a failure to observe any use or data restrictions set forth herein; (ii) any claim alleging that any Customer or Third Party Processor violated the legal rights of another person by supplying Experian with any Customer Data; or (iii) any misrepresentation or breach of warranty by Customer or Customer's nonperformance of any obligations imposed on it by this Agreement or any Attachment.

9. WARRANTIES AND DISCLAIMERS

KCB warrants to Customer that; (i) the services will conform to the corresponding Job Specification; and (ii) KCB has the right to provide to Customer, for the uses authorized by this Agreement, any Experian Data Provided as part of the Services. Because the Services involving conveying information provided to Experian by other sources, Experian

cannot and will not, for the fee charged by the Services, be an insurer or guarantor of the the accuracy of the reliability of the data contained in its various data bases or Services. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY EXPERIAN HAS GIVEN CUSTOMER WITH RESPECT TO THE SERVICES. NEITHER EXPERIAN OR ITS SOURCES GUARANTEE OR WARRANT, EITHER EXPRESSLY OR IMPLIED, THE ACCURACY , COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE MEDIA ON WHICH THE SERVICES ARE PROVIDED AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY KCB'S ACTS OR OMISSIONS IN PROCURING COMPILING, COLLECTING, INTERPRETING , COMMUNICATING, REPORTING OR DELIVERING THE SERVICES OR IN OTHERWISE PERFORMING ITS OBLIGATION UNDER THIS AGREEMENT.

10. LIMITATION OF LIABILITY

Customer acknowledges that Experian maintains several databases, updated on a periodic basis, from which Customer solicits information, and that KCB does not undertake a separate investigation for each inquiry or request for Services made by Customer. Customer also acknowledges that the prices KCB charges Customer for the Services are based upon KCB's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Customer and not KCB. Customer therefore agrees that it is responsible for determining that the Services are in accordance with KCB's obligations under this Agreement. IF Customer reasonable determines that the Services do not meet KCB obligations under this Agreement, Customer shall so notify KCB in writing within ten days after receipt of the Services in questions. Customer's failure to so notify KCB shall mean that Customer accepts the Services as is, and KCB shall not have liability whatsoever for the Services. If Customer so notifies KCB within ten days after receipt of the Services, then, unless KCB disputes Customer's claim, KCB shall, at its option either reperform the Services in question or issue Customer a credit for the amount Customer paid to KCB for the non conforming Services. This reperformance or credit constitutes Customer's sole remedy and KCB's maximum liability for an breach of this agreement by KCB. IF, notwithstanding the above, liability is imposed on KCB, then Customer agrees that KCB's total liability for any or all of the Customer's losses or inquires from KCB's acts or omission under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount paid by Customer to KCB under this Agreement for the particular Services which are subject of the alleged breach during the six month period preceding the alleged breach by KCB of this Agreement or \$10,000.00 whichever is greater. Customer covenants that it will not sue KCB for any amount greater than such amount.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER THEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OF SPECIAL DAMAGES INCURRED BY THE OTHER PARTY) INCLUDING, BUT NO LIMITED TO DAMAGES FOR LOST BUSINESS, LOST PROFITS, CREDIT LOSSES AND CHARGE-OFF OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE.

11. CONFIDENTIALITY

KCB hereby identifies as proprietary and confidential its various databases and the Experian Data contained within such databases as well as the methods utilized by Experian in gathering, compiling and maintaining such data. Customer hereby identifies as propriety and confidential any Customer Data which it provides to Experian for the Services. Each party will take reasonable precautions to assure that all confidential information disclosed to it by the other party is held in strict confidence and disclosed only to those of their respective employees whose duties reasonably require access to such information. Each party will take suitable precautions to prevent loss, compromise, or misuse of any media containing business information while in the possession of either party and while in transport between the parties. Except as specifically permitted by this Agreement, under no circumstances will either party disclose, directly or indirectly, to any other person the terms of this agreement.

12. AUTHORITYCHECK SERVICES *(This Section only applies if Customer has requested AuthoriCheck Services from Experian)*

12.1 AuthoriCheck Services means a rules based product designed by Experian to authenticate business application data and identify potential fraudulent businesses. AuthoriCheck Services includes, but is not limited to Authentication Services and Historical Application Services.

12.2 Use Limitations. Customer understands and certifies to KCB that AuthoriCheck Services will be used solely

to identify inconsistencies in business application data, verify business application information and identify potential fraudulent businesses and will not be used as a credit-decisioning tool.

13. INTERNET ACCESS *(This Section openly applies if Customer has requested access to the Services via the Internet.)*

13.1 Customer shall obtain Internet access to the Services only through Customer's individual employees who are specifically approved by KCB upon Customer's written request and on the terms and conditions contained in this Agreement (each an "Authorized Employee"). Customer shall request Internet access in writing in a form approved by KCB from time to time. Authorized Employees will be assigned unique access identification number ("User ID") and passwords. KCB's approval of requests for Internet access may be granted or withheld in its sole discretion. KCB may add to or change its requirements for granting Internet access to the Services at any time, and reserves the right to change passwords and to revoke any authorizations previously granted.

13.2 Only Authorized Employees shall utilize Internet access, and only through the User ID and password assigned to such employee(s) by KCB. Customer shall request User ID's and passwords only for those of its employees who have a legitimate need to access the Services in performing his or her duties for Customer. Prior to requesting User ID's for Authorized Employees, Customer shall provide adequate training regarding the requirements to this Agreement and applicable laws. Customer will ensure that each Authorized Employee (i) is familiar with the requirements specified herein, and agrees to comply with such requirement, (ii) agrees not to disclose the User ID and password assigned to the Authorized Employee to any other person, and (iii) agrees not to order credit reports or other data from Experian except in performance of Employee's official duties for Customer.

13.3 Customer acknowledges and agrees that it is responsible for all activities of its employees in utilizing Internet access and for assuring the facilities for receipt of information provided to it through the internet are secure and in compliance with this Agreement.

13.4 Customer agrees to notify KCB in writing immediately when Customer wishes to delete any employee as an authorized Employee or if any Authorized employee is terminated or otherwise loses his or her status as an Authorized Employee.

13.5 Customer shall use its best efforts to ensure the confidentiality of all User ID's and passwords issued by KCB to Customer's employees. Customer shall indemnify KCB against any damages or disruption to Experian Systems or business caused by Customer's employees, subcontractor, subcontractor employees or its clients whether as a result of their access to such systems or compromised of passwords confidentiality or otherwise.

13.6 Customer understands that its use of Experian networking and computing resources may be monitored and audited.

14. AUDIT RIGHTS

KCB will have the right to audit consumer and its agent's use of the services to assure compliance with the terms of this Agreement. Customer will be responsible for assuring full cooperation with KCB in connection with such audits and will provide KCB or obtain for KCB access to such properties, records and personnel as KCB may reasonably require for such purpose.

15. NOTICES

Notices hereunder shall be given by certified mail or express courier to the address specified below or to such other address as such party shall specify by written notice.

16. DISPUTE RESOLUTION

With the exception of any action taken under Sections 5 and 7 or any alleged violation of Section 11 of this Agreement, the parties will resolve any dispute arising out of or relating to this Agreement in a binding arbitration conducted under the auspices of the American Arbitration Association in Tazewell County, Illinois.

17. MISCELLANEOUS

17.1 Waiver. Either party may at any time waive compliance by the other with any covenants or conditions contained in this Agreement, but only by written instrument that (i) has been signed by the party waiving such compliance and (ii) specifically refers to the provisions of this Agreement.

17.2 Independent Contractor. KCB will perform all Services thereunder as an independent contractor. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto.

17.3 Excusable Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations thereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortage, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utilities or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

17.4 Successors and Assignees. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. This Agreement may not be assigned, by Customer without KCB's prior written consent.

17.5 Governing Law. this Agreement will be governed by and construed in accordance with the substantive laws of the State of Illinois, which are intended to supersede any choice of law rules which might otherwise be applicable.

17.6 Severability. This Agreement shall be deemed to be severable and, if a provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

17.7 No Third Party Interest. Neither this Agreement nor any provision set fourth herein is intended to, or shall, create any rights in or confer any benefits upon any person other than the parties hereto.

17.8 Survival. The provisions set forth in paragraphs 3, 5, 7 8, 9, 10, 11 & 16 shall survive any termination of cancellation of this Agreement.

17.9 Contract in Entirety. This Agreement (including the Attachments, Job Specifications, Worksheets and Addenda) sets forth the entire understanding and agreement between Experian and Consumer concerning the Services and Supersedes any prior or contemporaneous oral or written agreements of representations. This Agreement may be modified only by written amendments that (i) has been executed by authorized representatives of both parties and (ii) specifically refers to the provision of this Agreement to be Amended.

Clern Inc., d.b.a. KCB Information Services

Customer _____
Print or type Name of Customer

By: _____
(Signature)

By: X _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title _____

Title: _____

Date _____

Date: _____

Address for KCB Information Services
KCB Information Services
11 N 6th Street, Suite A
Pekin, IL 61554

Address (physical address)

Ph. 309-353-5527