

TERMS OF SUBSCRIPTION.

MEMORANDUM of the agreement between THE MERCANTILE AGENCY, on the one part, and the undersigned Subscribers to the said Agency, on the other part, viz.:

The said MERCANTILE AGENCY are to communicate to us, on request, for our use in our business, as an aid to us in determining the propriety of giving credit, such information as they may possess concerning the Mercantile Standing and Credit of Merchants, Traders, Manufacturers, etc., throughout the United States and in the Dominion of Canada. It is agreed that such information has mainly been, and shall mainly be, obtained and communicated by servants, clerks, attorneys, and employes, appointed as our sub-agents, in our behalf, by the said MERCANTILE AGENCY. The said information to be communicated by the said MERCANTILE AGENCY, in accordance with the following rules and stipulations, with which we, Subscribers to the Agency as aforesaid, agree to comply faithfully, to wit:

1. All verbal, written, or printed information communicated to us, or to such confidential clerk as may be authorized by us to receive the same, and all use of the Reference Book hereinafter named, and the Notification Sheet of corrections of said Book, shall be strictly confidential, and shall never, under any circumstances, be communicated to the persons reported, but shall be exclusively confined to the business of our establishment.

2. The said MERCANTILE AGENCY shall not be responsible for any loss caused by the neglect of any of the said servants, attorneys, clerks, and employes, in procuring, collecting, and communicating the said information, and the actual verity or correctness of the said information is in no manner guaranteed by the said MERCANTILE AGENCY. The action of said Agency being of necessity almost entirely confidential in all its departments and details, the said MERCANTILE AGENCY shall never, under any circumstances, be required by the subscriber to disclose the name of any such servant, clerk, attorney, or employe, or any fact whatever concerning him or her, or concerning the means or sources by or from which any information so possessed or communicated was obtained.

3. The said MERCANTILE AGENCY are hereby requested to place in our keeping, for our exclusive use, a printed copy of a Reference Book, containing ratings or markings of estimated capital and relative credit standing of business men, in such States and Provinces as may be agreed upon, prepared by them or the servants, clerks, attorneys, and employes aforesaid, together with Notification Sheet of corrections. We further agree, that upon the delivery to us of any subsequent edition of the Reference Book, the one now placed in our hands shall be surrendered to them, and also that upon the termination of our relations as subscribers, the copy then remaining in our hands shall be given up to the said MERCANTILE AGENCY, it being clearly understood and agreed upon that the title to said Reference Book is vested and remains in said MERCANTILE AGENCY.

4. We will pay in advance Dollars for one year's services, from date hereof, of said MERCANTILE AGENCY, together with the use of said Reference Book, pursuant to the foregoing conditions; and, subject always to the conditions and obligations above-mentioned, the same sum annually thereafter, in advance, unless within ten days after the commencement of any subscription year, we notify said MERCANTILE AGENCY in writing to the contrary.

5. The MERCANTILE AGENCY are hereby permitted to reserve to themselves the right to terminate this subscription at any time, on the repayment of the amount for the unexpired portion thereof.

6. If the inquiries for detailed reports during the year shall exceed pay for at the rate of per hundred.

in number the excess we agree to