

**DISCLOSURE FORM FOR PURPOSES OF FEDERAL AND STATE LAWS  
GOVERNING THE USE OF CONSUMER REPORTS AND INVESTIGATIVE  
CONSUMER REPORTS ("DISCLOSURE")**

*(Individual's copy to keep)*

Please read this Disclosure prior to signing the associated document entitled "Authorization Under the Fair Credit Reporting Act (FCRA) and the California Investigative Consumer Reporting Agencies Act (CICRA) and Any Other Applicable Laws Governing the Use of Consumer Reports and Investigative Consumer Reports." For purposes of this Disclosure, the authorization document will be referenced simply as the "Authorization." This Disclosure sets forth important information concerning the scope and effect of the Authorization you will be asked to sign.

**General Information About Consumer Reports, the FCRA and CICRA:**

Lockheed Martin Corporation (the "Company") may obtain "consumer reports" and "investigative consumer reports" about you from "consumer reporting agencies" in connection with your potential or continuing performance of services for the Company, as well as your potential or continuing access to Company premises, facilities, and business activities. The terms "consumer report," "investigative consumer report," and "consumer reporting agency" are defined in the FCRA and the CICRA, and are summarized below. For the purposes of this Disclosure, the two statutes FCRA and CIRCA and similar other state or local laws will be collectively referenced as "FCRA."

As an individual being considered for potential or continuing access to Company premises, facilities, and business activities of Lockheed Martin for the purpose of potentially or continuing to provide services to or for the benefit of Lockheed Martin, you are a "consumer" as defined by FCRA for the purposes of obtaining "consumer reports" and "investigative consumer reports" about you. Under the FCRA, a "consumer reporting agency" is a person or business which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly assembles or evaluates consumer credit information or other information on consumers (such as driving records or criminal conviction records, among others) for the purpose of furnishing "consumer reports" or "investigative consumer reports" to others, such as Lockheed Martin. American Background Information Services, Inc. is the "consumer reporting agency" used by the Company and is located at 629 Cedar Creek Grade, Suite C, Winchester, Virginia 22601.

Under the FCRA, a "consumer report" could include written, oral, or other communication of any information by a "consumer reporting agency" bearing on a consumer's criminal history, driving history, creditworthiness, credit standing, credit capacity, educational background, employment history, character, general reputation, personal characteristics, or mode of living which is used or collected for the purpose of considering or assessing the consumer for any employment-related or other lawful purpose. If any such information is obtained through personal interviews with a consumer's friends, neighbors, associates, or from others with knowledge of such information, such a report is an "investigative consumer report" under the FCRA.

As used in the FCRA, the term "employment purposes" covers consumer reports "used for the purpose of evaluating a consumer for employment, promotion, reassignment or retention . . ." This would include evaluating individuals who are retained, or may be retained in the future, to perform services for the Company, albeit as contractors and not as employees. For more information, please review "How Lockheed Martin Uses Reports" below.

If the Company obtains a report about you and considers any information in the report when making a decision that adversely affects your potential or continuing performance of services for the Company, or your potential or continuing access to Company premises, facilities, and business activities, you will not be permitted to perform services for the Company until a final decision is made but you will

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be provided with a copy of the report. If required by the FCRA, you may also have other rights or receive additional notices, depending on the type of report used.

For more information regarding your rights under the FCRA, please see the included document entitled "A Summary of Your Rights Under the Fair Credit Reporting Act." If appropriate under your state law, other documents describing your rights in this area may also be enclosed or available.

You may also request a copy of the report from Lockheed Martin or American Background Information Services, Inc. by checking the appropriate box on the Authorization form. You may also make a written request to the Company within a reasonable period of time for a complete and accurate disclosure of the nature and scope of the investigation the Company requested from American Background Information Services, Inc. You are also free to contact the Federal Trade Commission about your rights under the FCRA as a consumer with regard to consumer reports and consumer reporting agencies.

#### **How Lockheed Martin Uses Reports:**

Lockheed Martin may use the reports to evaluate whether to allow your potential or continuing performance of services for the Company; to evaluate whether to allow your potential or continuing access to Company premises, facilities, and business activities; for "employment purposes" as defined in FCRA; or for any other lawful purpose. This includes but is not limited to any of the following purposes: assessment of qualifications to perform services; background investigations for current or potential contractors (including education, professional licensing, criminal, and employment histories); verification of information about you supplied to the Company; credit history or driving records; investigative reports involving inquiry into character, general reputation, personal characteristics and mode of living; assessment of potential eligibility for program accesses or security clearances; and any type of internal investigation. This paragraph describes the types of reports that are most commonly used by Lockheed Martin, but the Company may also use the reports for any lawful purpose under the FCRA.

**I acknowledge receipt of the Fair Credit Reporting Act Disclosure Form For Purposes of Federal and State Laws Governing the Use of Consumer Reports and Investigative Consumer Reports.**

**/ORIGINAL SIGNATURE REQUIRED ON THE ATTACHED COPY OF THIS DISCLOSURE/**

**[The original Disclosure document (attached) you sign to acknowledge your receipt will be maintained by the Company. This copy is for you to keep for your information and records.]**

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## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.

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- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT:
CRA's, creditors and others not listed below	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4367 (Toll-Free)
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

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**INSTRUCTIONS TO THE NON-EMPLOYEE  
CONTRACTOR OR POTENTIAL CONTRACTOR**

Please review the following information on the following pages carefully. Please retain the accompanying instructions and information marked "RETAIN FOR YOUR RECORDS" for your files. Please sign and return the pages marked "SIGN AND RELEASE TO LOCKHEED MARTIN" to Lockheed Martin.

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