



MASTER SERVICES AGREEMENT

Order Form

- A. **Introduction.** This Master Services Agreement (“**Agreement**”) is between Verifications, Inc., a Minnesota corporation with its principal office at 11100 Wayzata Boulevard, Suite 405, Minneapolis, Minnesota, 55305 (“**Verifications**”) and the entity identified below (“**Client**”). When used in this Agreement, “**you**” refers to Client. Capitalized terms will have the meanings set forth in this Master Services Agreement or elsewhere in this Agreement.
- B. **Term.** This Agreement will commence on the Effective Date set forth below for a period of thirty-six (36) months from the Effective Date, unless terminated earlier by either party pursuant to the termination rights set forth in this Agreement. Thereafter, this Agreement shall automatically be renewed for successive one (1) year periods.
- C. **Products and Services.** Subject to the terms and conditions of this Agreement, Client contracts for and Verifications shall provide the Products and/or Services identified below (*check all that apply*):
 - Background Screening** (see Schedule B)
- D. **Entire Agreement.** The selected schedules marked above are incorporated into and form a part of this Agreement. This **Master Services Agreement, Order Form, General Terms and Conditions, User Certification**, the portions of the Verifications website (the “**V.I. Site**”) referred to herein, and any existing or future exhibits, schedules and/or addenda, constitute the exclusive and entire agreement between the parties with respect to its subject matter and, as of the Effective Date, supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral, relating to its subject matter. This Agreement may be executed in counterparts (either originally, by facsimile or electronic mail), each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

By signing below, (i) the undersigned representative of Client represents that he/she has read, understands and has direct knowledge of the terms and conditions of this Agreement and is authorized by Client to bind Client to such terms and conditions; and (ii) each of Client and Verifications agrees to be bound by the terms of this Agreement.

Client	Verifications, Inc.
Name of Entity:	Signature:
Signature : (Owner/Authorized Officer)	Printed Name:
Printed Name:	Printed Title:
Printed Title:	Effective Date:



General Terms and Conditions

I. VERIFICATIONS' PRODUCTS AND SERVICES.

A. **PROCUREMENT OF SERVICES.** Subject to the terms and conditions of this Agreement, during the term hereof, Verifications will provide the products and perform the services selected by Client on the attached Order Form and applicable schedules to these General Terms and Conditions (collectively, the "Products and/or Services"). The Products and/or Services include specifications and pricing set forth in the schedules referred to on the Order Form (each a "Schedule"). Any Schedule will be deemed to incorporate by reference all of the terms and conditions of this Agreement. The Products and/or Services include, among other things, access to proprietary reports, information and data provided by Verifications, its licensors or its suppliers (collectively, "V.I. Content"). "Client Data" means the data the Permitted Users (defined below) provide to Verifications and/or upload through Verifications' On-Line Services (defined below). Verifications reserves the right to modify or terminate any Product and/or Service.

B. **CLIENT AFFILIATES.** Affiliates of Client shall have the right to procure Products and/or Services under this Agreement. "Affiliate" is defined as a business entity, doing business in the United States of America, which is controlled by, under the control of, or under common control with, a person. "Control" (or forms thereof) for purposes of this definition, shall mean, directly or indirectly, ownership or owning 50% or more of the common voting shares or other right to designate, appoint and replace the members of the Board of Directors, Board of Managers, or other comparable management of such business entity. Client shall be jointly and severally responsible for the acts and omissions of its Affiliates, including the payment for Products and/or Services.

C. **USER CERTIFICATION.** The parties shall comply with the User Certification, a copy of which is attached hereto as [Attachment 1](#) and incorporated into and made a part of this Agreement (the "User Certification"), which addresses the Federal Fair Credit Reporting Act ("FCRA") and applicable state statutes and regulations governing the use of consumer reports ("State Analogues").

II. PRICING AND PAYMENT.

A. **PRICING.** Client shall pay Verifications fees and charges for the Products and/or Services (collectively, the "Fees") in accordance with the applicable Schedules. All pricing and payment terms reflected herein, including and Schedules or Statements of Work shall be in US dollars unless stated otherwise. Pricing reflected within the respective schedules is based upon a minimum of n/a orders annually per schedule. Verifications reserves the right to adjust each pricing schedule annually if the minimum number of orders is not met. The Fees to apply during any renewal term shall be negotiated in good faith and agreed to by Verifications and Client effective as of the commencement of such renewal periods.

B. **PAYMENT TERMS.** Unless otherwise provided in an applicable Schedule, all Fees shall be due and payable within thirty (30) days of receipt of invoice and all payment terms shall be in United States currency. Verifications reserves the right to charge interest at the rate of one and one-half percent (1½%) per month on overdue invoices commencing with the date payment was first due. If Client disputes any Fee or other charge in good faith, Verifications and Client will use their best efforts to resolve the dispute within ninety (90) days of the payment due date. Verifications will provide copies of all supporting documentation relating to the dispute within thirty (30) days after Client has notified Verifications in writing of any disputed amount. Client may withhold payment of the disputed amount until resolution, however, Client may not withhold payment on undisputed portions of the invoice(s).

C. **TAXES.** Unless otherwise stated, Verifications' fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Client is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Verifications' net income or property. If Verifications has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be invoiced to and paid by Client, unless Client provides Verifications with a valid tax exemption certificate authorized by the appropriate taxing entity.

III. CONFIDENTIALITY.

A. **OBLIGATIONS.** All Confidential Information received from the other party as a result of this Agreement will remain confidential. "Confidential Information" shall mean and include all information provided by the disclosing party to the receiving party pursuant to this Agreement, whether or not marked as confidential, including: (i) the terms and pricing under this Agreement; (ii) Client Data and V.I. Content; (iii) technical information; (iv) all trade secrets; (v) non-public information, including that relating to a party's vendors, employees, partners, finances, costs, services, development plans, customer lists and information, marketing plans and financial information; and (vi) any other

information disclosed hereunder whether oral or in written, graphic, machine readable or other tangible form which by its nature should be deemed confidential. Without limiting the generality of the foregoing, each party agrees to treat as Confidential Information all information relating to the business and/or operations of the other party that may be obtained in the course of performing its obligations under this Agreement. All Confidential Information shall remain the sole property of the disclosing party, and the receiving party shall not use Confidential Information obtained from the disclosing party for any purpose other than performing its obligations or exercising its rights under this Agreement. Each party shall hold the Confidential Information of the other in strict confidence, will not make any disclosures without the express written consent of the owner of the Confidential Information, except to their employees and agents on a "need to know" basis (and will inform such employees and agents by way of a written policy or agreement that they are bound by confidentiality obligations), and will use the same care and discretion to avoid disclosure, publication or dissemination of the other party's Confidential Information as it uses with its own confidential and proprietary materials, but in no event less than reasonable care.

B. **EXCLUSIONS.** Information will not be considered Confidential Information if it is: (i) already available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality; (iii) independently developed by personnel or agents of one party without access to the Confidential Information of the other; or (iv) proven to be already known to the recipient at the time of disclosure. The restrictions of this **Section III.A** shall not apply to Confidential Information solely to the extent it is required to be produced in compliance with applicable law or a court order, and provided the receiving party first gives the disclosing party reasonable notice of such law or order and gives the disclosing party an opportunity to object to and/or attempt to limit such production.

C. **RETURN OF MATERIALS.** Upon request of a disclosing party or termination or expiration of this Agreement for any reason, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. Notwithstanding the foregoing, Verifications may continue to possess certain Confidential Information of Client for any and all time periods as may be required for Verifications to comply with applicable law; provided, in such event, Verifications will maintain the confidentiality of such Confidential Information in accordance with this Agreement.

IV. ON-LINE SERVICES.

A. **ON-LINE SERVICES.** During the term of this Agreement, Verifications grants to Client, on an application service provider basis, a non-exclusive, non-transferable, non-assignable (except for the assignments set forth in **Section XI.I**) and non-sublicenseable right to upload Client Data and use, in object code form only, Verifications' Internet-based on-line access to procure the Products and/or Services, hereinafter referred to as "On-Line Services," only by Permitted Users and in strict accordance with all of the terms and conditions set forth herein. "Permitted User" means Client's employees, agents and representatives who have been registered to access On-Line Services on behalf of Client or its Affiliates.

B. **CLIENT REQUIREMENTS AND RESTRICTIONS.** Except as otherwise provided in this Agreement: Client will (i) be responsible for all acts and omissions by any Permitted User; (ii) not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of any On-Line Services; (iii) not use On-Line Services or V.I. Content to provide services such as timesharing, outsourcing, hosting or processing services to third parties, or otherwise use On-Line Services to function on a service bureau basis; (iv) not attempt to gain unauthorized access to On-Line Services, other user accounts, computer systems or networks connected to On-Line Services; (v) not adapt On-Line Services to create a derivative work intended to be proprietary to Client; and (vi) not transmit any material that may infringe the intellectual property rights or other rights of third parties.

C. **SECURITY AND ACCESS.** All Permitted User names, passwords and information to access On-Line Services (collectively, "Access Information") shall constitute Verifications' Confidential Information. Client shall prevent unauthorized access to On-Line Services, or viewing of V.I. Content, Client acknowledges that Access Information shall be requested only for client personnel with a legitimate business need to know, and Client shall promptly notify Verifications when Client requires enabling or disabling of Access Information. If a Permitted User leaves the employ of Client or is no longer otherwise authorized by Client to use On-Line Services, until a written request to disable Access Information is made of Verifications, any previously issued Access Information will remain active and permit access to On-Line Services. Client is fully liable for any and all acts and omissions of its personnel and agents. Verifications shall not be liable for any Client information being disclosed as a result of a Force Majeure Event (defined below), including a third party accessing Verifications' or Client's computer systems without either party's authority (e.g., hackers).

D. HARDWARE AND SOFTWARE. Client is responsible for any and all telecommunication services, Internet access, hardware and third party software necessary or helpful for Client to access On-Line Services. Verifications will provide its recommended hardware and software configurations upon request.

V. PROFESSIONAL SERVICES. Upon request, Verifications will provide any agreed upon Professional Services, which will be set forth on Schedule E. Client acknowledges that Verifications is in the business of developing employment screening and applicant processing applications for a variety of platforms and environments. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall transfer ownership of methodology, or other intellectual property of Verifications or limit in any way Verifications' ownership or right to use the methodologies or design concepts, techniques, knowledge or know-how resulting from Verifications' performance of any services. Verifications shall retain all right, title and interest in and to, including all copyrights and patents, any configuration or customized work (excluding Client Marks) developed by or on behalf of Verifications in whatever form for Client.

VI. TRADEMARKS.

A. V.I. MARKS. The names and marks "Verifications," "VIAM," "V.I. Applicant Manager," and any other names, marks or logos used by Verifications are trade names, trademarks or service marks of Verifications, whether registered or not (collectively, the "V.I. Marks"). Except as explicitly provided in this Agreement, no other use of the V.I. Marks is permitted. Client shall acquire no right to or interest in the V.I. Marks. Client will not undertake any actions that may reduce, diminish, eliminate, jeopardize or affect the enforceability or ownership interest of Verifications in such names and marks, or not use any trademark, service mark, trade name, logo, Internet domain name or design which is the same or substantially similar to the V.I. Marks, nor authorize or permit any third party to use a trademark, service mark, trade name, logo, Internet domain name or design which is the same or substantially similar to any V.I. Mark. Client shall not challenge Verifications' ownership of or right to license, or the validity of, the V.I. Marks or any application for registration thereof. Client shall not file any application for a registration for the V.I. Marks in any office or agency anywhere in the world. Client will not alter or remove any copyright or proprietary rights markings or other identification on any website or document.

B. LIMITED LICENSE GRANT.

1. USE OF V.I. MARKS AND LINK TO V.I. SITE. Solely to support Client's authorized use of the Products and/or Services during the term hereof, Verifications hereby grants to Client a non-exclusive, revocable, non-transferable, royalty-free and limited right to establish a hyperlink from Client's Internet home page (or another website as approved by Verifications) to Verification's Internet home page or other Internet domain name specified by Verifications pursuant to Verifications' Web linking policies in effect from time to time. Verifications may change, suspend or revoke use of the V.I. Marks at any time. Any and all use of the V.I. Marks shall inure to the benefit of Verifications.

2. USE OF CLIENT MARKS. Solely in connection with the Products and/or Services furnished during the term hereof, Client hereby grants to Verifications a non-exclusive, revocable, non-transferable, royalty-free and limited right to: (i) establish a hyperlink to Client's Internet home page or other Internet domain name specified by Client; and (ii) reproduce and display Client's trade names, trademarks, service marks, logos and Internet domain names (collectively, the "Client Marks").

VII. OWNERSHIP.

A. PROPRIETARY RIGHTS. The Products and/or Services (including On-Line Services, the graphical user interfaces for certain of the On-Line Services, and the look and feel of certain of such services), V.I. Marks, V.I. Content, ideas, methods of operation, processes, aesthetic aspects, know-how, concepts, compilations, software, documentation, sub-systems and modules used by Verifications in connection with providing the Products and/or Services, and all modifications, enhancements, updates, customizations, derivative works and translations thereto, are proprietary materials which contain valuable trade secrets of Verifications and/or its licensors, and all intellectual property rights associated therewith are owned exclusively by Verifications and/or its licensors at all times. All right, title and interest in and to any third-party content which may be accessed through use of the Products and/or Services is the property of the respective content suppliers. Client will not disassemble, decompile, decode or reverse engineer any software related to On-Line Services. CLIENT SHALL NOT, IN WHOLE OR PART, AT ANY TIME DURING THE TERM OF OR AFTER ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT: (i) SELL, ASSIGN, SUBLICENSE, LEASE, RENT, TIMESHARE OR OTHERWISE TRANSFER ANY OF THE PRODUCTS AND/OR SERVICES TO THIRD PARTIES; (ii) COPY, REPRODUCE, TRANSMIT, DISSEMINATE, SELL, DISTRIBUTE, PUBLISH, BROADCAST, CIRCULATE, COMMERCIALY EXPLOIT OR CREATE DERIVATIVE WORKS BASED ON ANY OF THE PRODUCTS AND/OR SERVICES; OR (iii) ALLOW ANY PERSON OR ENTITY TO DO ANY OF THE ACTS DESCRIBED IN (i) THROUGH (ii) ABOVE. ALL RIGHTS OF

VERIFICATIONS ARE RESERVED UNLESS EXPLICITLY GRANTED UNDER THIS AGREEMENT.

B. CLIENT PROPRIETARY RIGHTS. All right, title and interest in and to any Client Data or Client Marks shall remain the property of Client, whether or not supplied to Verifications or uploaded through On-Line Services.

VIII. WARRANTIES AND LIMITATION OF LIABILITY.

A. INTERNAL BUSINESS USE. Client will only use the Products and/or Services for its internal business use, including the V.I. Content, and will not remove, obscure or alter Verifications' or its licensors' proprietary notices, disclaimers, trademarks or other proprietary rights notices of any kind affixed or contained in Products and/or Services, or any written or electronically report, output or result generated in connection with the Products and/or Services.

B. COMPLIANCE. In connection with this Agreement, Verifications and Client shall comply with their respective obligations related to all applicable laws, regulations and orders, including, without limitation, the FCRA and its State Analogues. Each party acknowledges these respective, separate and distinct obligations and neither party shall assume responsibility for any act of compliance by the other party.

C. STANDARDS FOR PERFORMANCE.

1. VERIFICATIONS' PERSONNEL. Verifications shall provide skilled, competent personnel to perform its obligations hereunder. At the request of Client, shall promptly, and after consultation with Client, address any concerns or issues raised by Client regarding any Verifications' personnel performing Services under this Agreement, which may include, as appropriate, removing such personnel from Client account.

2. SUBCONTRACTORS. Verifications will utilize subcontractors to provide a portion of the Products and/or Services (e.g., related to public record searches, etc.); provided, however, Verifications shall be responsible for all aspects of the Products and/or Services, whether performed by employees or subcontractors.

3. ACCESS TO CLIENT FACILITIES. Verifications shall require its employees, when on or about the premises of Client or its Affiliates, to comply with all personal conduct, health and safety, security, visitor, non-disclosure, restricted areas, no drug or alcohol, parking, and other reasonable rules and regulations in force and applicable to such premises which are provided to the applicable person by Client in writing. Client and/or its Affiliate shall have the right to immediately refuse access, remove and/or bar from its premises any person who fails to comply with such rules and regulations.

4. REPLACEMENT SERVICES. Verifications will provide the Products and/or Services to Client on a commercially reasonable efforts basis, consistent with generally accepted and reasonable industry standards. Client must report any deficiencies in the Products and/or Services provided to Verifications in writing within forty-five (45) days of the delivery of the Products and/or Services and, in such event, Verifications' entire liability shall be to correct such deficiency within a reasonable period of time. In the event Verifications is unable to effect such corrections within thirty (30) days, Client may request a refund of the fees paid to Verifications for such deficient Products and/or Services.

D. WARRANTY DISCLAIMER. OTHER THAN THE EXPRESS LIMITED WARRANTIES IN THIS ARTICLE VIII, VERIFICATIONS DISCLAIMS AND CLIENT WAIVES ALL OTHER WARRANTIES AND OBLIGATIONS OF VERIFICATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES, V.I. CONTENT, V.I. MARKS OR OTHER ITEMS DELIVERED OR MADE AVAILABLE BY OR ON BEHALF OF VERIFICATIONS UNDER OR RELATED TO THIS AGREEMENT OR ANY OF ITS SCHEDULES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

E. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL VERIFICATIONS, ITS LICENSORS OR SUPPLIERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, GOODWILL, DATA, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION) INCURRED BY CLIENT OR ANY THIRD PARTY, IN ANY WAY RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE ANY PRODUCTS AND/OR SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY PRODUCTS AND/OR SERVICES, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF VERIFICATIONS HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. WITHOUT LIMITING THIS ARTICLE VIII: (i) IN NO EVENT WILL VERIFICATIONS LIABILITY UNDER THIS AGREEMENT FOR CLAIMS BY CLIENT EXCEED THE AMOUNT PAID TO VERIFICATIONS BY CLIENT IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO VERIFICATIONS' LIABILITY; AND (ii) ANY AND ALL CLAIMS THAT EITHER PARTY HAS AGAINST THE OTHER, WHETHER OR NOT THE CLAIMING PARTY IS AWARE OF SUCH CLAIMS, MUST BE BROUGHT WITHIN THE ONE (1) YEAR PERIOD FOLLOWING THE DATE

THAT SUCH CLAIM FIRST AROSE. THE REMEDY PROVIDED BY THIS ARTICLE VIII WILL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT OR OTHERWISE, AND THE LIMITATIONS CONTAINED IN THIS SUBSECTION E SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, WHETHER BASED IN CONTRACT, WARRANTY, TORT OR ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY).

IX. INDEMNIFICATION AND INSURANCE.

A. INDEMNIFICATION. Subject to the limitations set forth in this Agreement, Verifications and Client shall each defend and hold harmless the other against and in respect to all liability incurred by a party resulting from third-party claims directly resulting from or related to any breach of this Agreement by such indemnifying party or the gross negligence or willful misconduct of such indemnifying party, provided that the indemnifying party shall have no indemnity obligation to the extent any such claim is attributable to the indemnified party's breach of this Agreement, negligence, violation of law or willful misconduct. If Client makes a claim under this Section IX A, Verifications' sole obligation shall be to tender such claim to Verifications' insurance company, which shall be Client's sole remedy and recourse under this Agreement or otherwise at law or in equity. Client will look only to Verifications' insurance company and in no event will Verifications have independent indemnification obligations under this Section IX A.

B. INSURANCE. Verifications shall secure and maintain workers' compensation insurance coverage with respect to all employees performing services under this Agreement in accordance with the laws in the jurisdictions in which the services are to be performed. In addition, Verifications shall maintain: (i) commercial general liability, property and casualty insurance coverage providing coverage for bodily injury, personal injury and property damage with combined single limits of not less than \$1,000,000 per occurrence; (ii) Commercial Business Automobile Liability Insurance including coverage for all owned, non-owned, leased and hired vehicles providing coverage for bodily injury and property damages liability with combined single limits of not less than \$1,000,000 per occurrence; and (iii) Professional Liability and Errors and Omissions Liability Insurance for acts, errors, omissions arising out of its negligence in an amount not less than \$2,000,000 per occurrence. The insurance companies shall be rated at least "A" or "A-" as defined in the most current publication of Best's Policyholder's Guide. At Client's request, Verifications shall provide certificates of insurance evidencing Verifications' compliance hereunder.

X. TERM AND TERMINATION.

A. TERM. This Agreement will take effect from the Effective Date and will continue for the term specified on the Order Form page. Any Schedule may state a shorter term related thereto for any specific Product or Service.

B. TERMINATION RIGHTS. This Agreement may be terminated by: (i) the non-breaching party as a result of a material breach of this Agreement by the other party, but only after the breaching party is given written notice of intent to terminate and such party fails to cure such breach within thirty (30) days of its receipt of such notice; (ii) a party upon thirty (30) days written notice if the other party makes a general assignment for the benefit of creditors, or if a petition in bankruptcy or under any insolvency law is filed by or against the other and such petition is not dismissed within sixty (60) days after it has been filed; or (iii) either party without cause upon ninety (90) days written notice to the other party. Any Schedule may state different termination rights for any specific Product or Service.

C. EFFECT OF TERMINATION. Upon the effective date of termination of this Agreement, all Schedules shall terminate and Verifications shall immediately cease providing all Products and/or Services except as may be specifically approved in writing by both parties. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms; provided, however, that Client will remain liable for all applicable Fees and other charges accrued prior to such expiration or termination. During and following the term hereof, each party agrees not to intentionally act, or cause a third party to act, in any way that will disparage or otherwise damage the reputation or goodwill of the other party, or the other party's products and services.

XI. GENERAL PROVISIONS.

A. FORCE MAJEURE. If either party shall be delayed or hindered in or prevented from performing any of its obligations under this Agreement by reason of labor disputes, strikes, fire, riot, war, acts of God or any other causes beyond the control of the non-performing party (each, a "Force Majeure Event"), the period for the performance of any such obligation shall be extended for a period equivalent to the period of such delay. If a Force Majeure Event lasts more than thirty days, either party may terminate this Agreement.

B. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and addressed to the other party at the address provided on the Contact Information Page of this Agreement, or as otherwise designated in writing, and shall be deemed effectively given on the earliest of: (i) when delivered, if personally delivered; (ii) on the third (3rd) business day following the date of mailing if

delivered by certified or registered mail, return receipt requested; (iii) on the date of transmission, if delivered by facsimile or e-mail transmission; or (iv) when received by the party to whom notice is intended or required to be given.

C. GOVERNING LAW; VENUE. If Verifications brings suit under or related to this Agreement, then Verifications must bring such suit in state or federal court located in the state of Client's principal address shown on the Contact Information Page of this Agreement. If Client brings suit under or related to this Agreement, then Client must bring such suit in state or federal court located in Hennepin County, Minnesota. The parties agree to the foregoing exclusive jurisdictions and venues. This Agreement shall be governed by and construed in accordance with the laws of the state where suit takes place based on this Section without giving effect to such states' conflict of laws principles.

D. ATTORNEYS' FEES. In all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, court costs and other legal expenses from the other party.

E. LEGAL ADVICE. Client understands that the products, services, communications (written or verbal), documents or otherwise provided by Verifications', its officers, directors, employees, shareholders, agents, or representatives shall not be construed as legal advice, express or implied. Client shall retain its own legal counsel for all legal matters.

F. SEVERABILITY. The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby.

G. MODIFICATION AND WAIVER. No amendment to, change, waiver or discharge of, any provision for this Agreement shall be valid unless in writing and signed by an authorized representative of each of the parties. No failure or delay by either party in exercising any right, power or remedy shall operate as a waiver of such right, power or remedy, and no waiver shall be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver shall not waive any successive or other right, power or remedy the party may have under this Agreement or applicable Schedule(s).

H. INTERPRETATION. Article and Section headings are provided for convenience only and are not to be used to construe or interpret this Agreement. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." In the event the terms of any Schedule conflict with the terms of the Agreement, the terms of this Agreement shall govern. Any pre-printed terms and conditions on any materials that Client regularly uses with its other vendors (e.g., purchase order forms or invoices) will be null and void and of no consequence whatsoever in interpreting the parties' legal rights and responsibilities as they pertain to any of the contemplated Products and/or Services. The terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party.

I. ASSIGNMENT. Neither Verifications nor Client may assign this Agreement without prior written consent of the other party (which consent may be withheld for any reason in the sole discretion of the party for whom consent is sought), and any attempt at such assignment shall be null and void; provided, however, either party may assign its rights in and to this Agreement without such consent to the acquirer of all or substantially all of the assets or stock of such party. Subject to the foregoing, this Agreement will be binding upon the parties hereto, and their successors and permitted assigns.

J. RELATIONSHIP. In its performance of this Agreement, Verifications will at all times act as an independent contractor, and nothing contained herein may be construed to make Verifications an agent, partner or joint venturer of Client.

K. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended to, or shall, create any third-party beneficiaries, whether intended or incidental, and neither party shall make any representations to the contrary.

L. SURVIVAL. The provisions of Articles III, VII, VIII and XI; Sections II.C, IV.D, IX.A and X.C; and the User Certification shall survive the termination of this Agreement.



**Attachment 1 to Master Services Agreement
USER CERTIFICATION**

This Agreement is made by and between Verifications, Inc. ("Verifications") and Client as defined in that certain Order Form and Agreement ("Agreement") between the parties. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. The parties agree as follows:

1. **General:** Client acknowledges:

- 1.1. Verifications is defined as a "Consumer Reporting Agency" and/or an "Investigative Consumer Reporting Agency" by the US *Fair Credit Reporting Act (FCRA)*, 15 U.S.C. 1681, et seq. as amended, and its State analogues.
- 1.2. Employment Screening Reports provided by Verifications, purchased and used by Client are defined as "Consumer Reports" or "Investigative Consumer Reports" (Consumer Reports) by the FCRA.
- 1.3. Substance Abuse Test results, when provided by a Consumer Reporting Agency, are considered to be "Consumer Reports" by the US Federal Trade Commission and therefore subject to FCRA regulations.
- 1.4. By using the services of Verifications, Client is considered a "User" of Consumer Reports under the FCRA and must comply with the FCRA.
- 1.5. Receipt of "A Summary of Your Rights under the Fair Credit Reporting Act," (Consumer Rights), "Remedying the Effects of Identity Theft", and "Notice to Users of Consumer Reports: Obligations of Users under the FCRA" (Notice to Users), all documents having been prepared by the US Consumer Financial Protection Bureau (CFPB), current copies being dated November 2012 and provided with this User Certification.

2. **Respective Responsibilities:** Client and Verifications agree to bear their respective responsibilities as defined in the FCRA, its State Analogues, the Federal Drivers Privacy Protection Act, the Gramm-Leach Bliley Act, and all applicable Federal, State, and International laws and regulations relating to Consumer Reports.

- 2.1. Client agrees to order and use Consumer Reports in full compliance with applicable law, including the FCRA and makes the following certifications as required in the FCRA and/or other information sources.
- 2.2. Client agrees the information in Consumer Reports provided by Verifications will not be used in violation of any applicable Federal, State, local or International statutes, regulations, rules, and laws, including but not limited to equal employment opportunity laws or regulations.
- 2.3. Client agrees that Consumer Reports will be ordered only when intended for employment purposes (employment, promotion, reassignment, or retention as an employee or contract employee) and will not be used for any other purpose/s. Client specifically agrees to use the Consumer Report for a one-time purpose, agrees to hold the report in strict confidence, and agrees **not to obtain, use, sell, re-sell, assign, or otherwise transfer any information or portions of information obtained pursuant to this User Certification to any third party**; provided that Client may allow "Limited Review" as outlined in Paragraphs 2.3.1 and 2.3.2, of Consumer Reports by Client's customers for employment purposes and work assignment when authorized in writing by the Consumer who is the subject of the Consumer Report.
 - 2.3.1. Under the terms and conditions specified herein, Client may direct Verifications to provide a "Limited Review" of Consumer Reports to a designated third party. By designating a third party, Client certifies the third party is Client's customer, that Limited Review is needed by Client's customer for employment and/or work assignment purposes, and that Client has obtained an authorization in writing by the Consumer who is the subject of the Consumer Report, that authorizes both companies to obtain Consumer Reports.
 - 2.3.2. By initialing and providing the information requested below, Client directs and authorizes Verifications to provide a Limited Review of Consumer Reports to Client's customer named below, and Client certifies that it has obtained an authorization in writing by the Consumer, who is the subject of the Consumer Report, that authorizes both companies to obtain Consumer Reports, If Client needs to order Consumer Reports for work assignments other than for the Customer named below, Client certifies it will establish and use a separate account for such orders.

<i>Client Initial</i>	<i>Client's Designated Third Party</i>	<i>Third Party Phone</i>
	<i>Third Party Contact</i>	

- 2.4. Unless Client suspects misconduct relating to employment or violation of Federal, State, or local law, Client agrees to:
 - 2.4.1. Notify each "applicant for employment or continued employment" (Consumer) in a clear and conspicuous disclosure that a Consumer Report will be obtained. Such disclosure will be made in writing before the Consumer Report is ordered and the disclosure will be made in a document consisting solely of the disclosure or the disclosure and authorization.
 - 2.4.2. Obtain a signed authorization from every person on whom a Consumer Report will be ordered and upon request provide a copy of the authorization to Verifications. Client agrees this authorization will be signed and in Client's possession **before** Verifications is directed to prepare a Consumer Report. If the authorization is not provided to Verifications at time of order, Client agrees to retain authorization for five (5) years and to provide a copy of authorization to Verifications upon request.
 - 2.4.3. Client agrees that if adverse employment action is to be taken, based either in whole or part on information provided by Verifications in a Consumer Report, Client will comply with adverse action requirements as defined in the FCRA.
 - 2.4.4. Therefore, Client agrees to notify Consumer before taking any adverse employment action, provide a copy of the Consumer Report to the Consumer, and provide a copy of Consumer Rights and instructions on how to contact Verifications if Consumer wishes to dispute any information in the Consumer Report. Further, Client agrees to provide final notice of adverse action if such action is taken.
 - 2.4.5. Client and Verifications acknowledge every Consumer Report provided to a Consumer must include Consumer Rights whether provided by Verifications or Client.
 - 2.4.6. Client and Verifications acknowledge if Consumer contacts Client or Verifications to communicate a suspicion that the Consumer has been or is about to become a victim of fraud or related crime, including identity theft, the party receiving the communication shall provide the CFPB "Remedying the Effects of Identity Theft," document to the Consumer which provides information on how to contact the Bureau and the national credit bureaus to obtain more detailed information and request fraud alerts be placed on the Consumer's file.
 - 2.4.7. Client agrees to contact Verifications to obtain special procedures for preparation and use of a Consumer Report in the case of suspected misconduct or violation of State, Federal, or local law.

3. **Security and Confidentiality:** Client acknowledges legal and regulatory requirements to hold all information obtained from and through Verifications in a secure and confidential manner. Client agrees:

- 3.1. At all times to maintain reasonable safeguards and procedures to ensure the security and protection of data and documents provided by Verifications.
- 3.2. Take all reasonable, necessary steps to prevent the divulgence or use of such information in any form or manner not expressly permitted by this Agreement. Such measures shall include written security programs and appropriate access requirements are in place to prevent unauthorized ordering, accessing and/or unauthorized viewing of consumer information.
- 3.3. To inform all accessing employees that they may not access their personal information, information of friends and/or relatives, or any other person unless it is specifically for employment purposes of Client.
- 3.4. To control access to data storage and production areas, ensure secure destruction of data and documents, and take other reasonable security measures.

4. **California:** If employment is in California, Client acknowledges specific requirements imposed by *California Investigative Consumer Reporting Agencies Act* and, unless Client has reason to believe Consumer is or has been engaged in criminal activity likely to result in loss to Client or Client has reasonable suspicion of other wrongdoing on part of Consumer, Client agrees to:
 - 4.1. Make the applicable disclosures to the Consumer and obtain authorization from the Consumer as required by California Civil Code 1786.16 each time a Consumer Report is requested, and
 - 4.2. Provide the Consumer a means by which the Consumer may indicate on a written form, by means of a check box, that the Consumer wishes to receive a copy of any Consumer Report that is prepared, and
 - 4.3. If adverse action is taken, comply with California Civil Code 1786.40 which requires informing Consumer of adverse action, role of Verifications in preparing Consumer Report, and name and address of Verifications.
5. **Driving Records:** Client acknowledges special requirements are imposed by some **States Department of Motor Vehicles** and third-party driving record providers. If requesting driving records as part of a Consumer Report, Client agrees to obtain a signed authorization containing the term "driving records." If necessary based on State requirements, Client agrees that such authorization will be signed by means of a handwritten signature (not electronic). Client acknowledges disclosure of such information may be cause for criminal and/or civil legal action against Client and any involved third party. The State or political subdivision which is the source of the driving record information shall not be in any way responsible for defense of any such action. *Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfer, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys' fees, and costs. Other civil and criminal laws may also apply.*
6. **Credit Bureaus:** Client acknowledges special requirements are imposed by **credit bureaus**. If Client requests Consumer Reports that include consumer credit information and/or residential history (commonly referred to as "Trace" or "Header" information) linked to a Consumer's Social Security Number (SSN), Client acknowledges credit bureaus report information as supplied by third party sources and the credit bureaus do not guarantee accuracy of information. Client therefore agrees to:
 - 6.1. Make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or SSN.
 - 6.2. Use "Trace" or "Header" information only to develop information on individuals, verify the identity of individuals, or locate individuals.
 - 6.3. Verify credit information with another source before taking adverse action based on credit information.
 - 6.4. Release and indemnify the credit bureau from all liability to the extent such liability is limited to direct damages and directly attributable to Client's unauthorized access, improper use, or improper reliance on consumer credit information.
 - 6.5. Develop and implement reasonable policies and procedures to handle credit report notices of substantial address discrepancy, designed to enable Client to form a reasonable belief that a credit report with such a notice relates to the applicant/employee and if Client regularly reports to the credit bureau(s), to provide the new, confirmed address back to the credit bureau(s) during the appropriate reporting period.
7. **Substance Abuse Testing:** Client acknowledges special requirements are imposed if Consumer Reports provided to Client include **substance abuse testing information**. Client therefore acknowledges and agrees:
 - 7.1. If Client is regulated by the US Department of Transportation (DOT), Client acknowledges that certain specific regulations govern substance abuse testing when required by DOT. Client agrees that DOT compliance is the sole responsibility of Client and although drug test results may be included in Consumer Reports provided by Verifications, Verifications is not responsible for Client's compliance.
 - 7.2. Results of substance abuse testing should be available only to a limited number of Client representatives. Client agrees to provide names of Client representatives who are authorized to receive substance abuse testing information. Client further agrees to notify Verifications when authorized Client representatives change. If an authorized Client representative leaves the employ of Client, Client acknowledges it is fully responsible for advising Verifications in writing that substance abuse test results should no longer be provided to that Client representative. Client further agrees to advise Verifications in writing of newly authorized Client representatives.
8. **International:** Client and Verifications acknowledge additional legal and/or regulatory requirements may be imposed if Client desires information obtained from **sources outside the United States** and that such requirements will likely vary by country. Verifications will, on a best effort basis, inform Client of specific requirements in countries where Verifications, on behalf of Client, may seek information for a Consumer Report. Client acknowledges that country specific requirements, when provided by Verifications to Client, are not a substitute for legal advice and does not in any way alter the legal responsibilities of Client. Client and Verifications agree to comply with all applicable international laws and regulations when seeking and/or obtaining information from countries outside the United States.
9. **Right to Audit:** Client acknowledges that Verifications is subject to compliance audits by information sources and the US Federal Trade Commission. Client agrees, therefore, that Verifications has the right to audit Client's records for Compliance purposes. Such audits, if conducted, will be limited to Client supplying to Verifications copies of required disclosure and authorization forms signed by applicant / employee and any other documents which may become required under State or Federal law.
10. **Inspection:** Client and Verifications acknowledge that under Federal law Consumer Reports may be provided only to legitimate business entities. Verifications or their representative may conduct a physical inspection of Client premises, such inspection to be non-intrusive in nature, exclude any confidential information and secured areas, and whose purpose is solely to verify Client is a business enterprise. Verifications may also request Client's business license or other form/s of identification before service may commence. Client is not obligated to permit inspection and/or provide identification; however, Verifications reserves the right not to provide Consumer Reports to Client in such circumstances.
11. **Legal Use:** All products and services made available to Client are furnished by Verifications subject to the conditions that there will be no abuse, fraudulent activity, or illegal use of such products and services; Client acknowledges that doing so may subject Client to civil and/or criminal penalties. The FCRA provides that any person who knowingly and willfully obtains information on a Consumer from a Consumer Reporting Agency, such as Verifications, under false pretenses shall be fined under Title 18 of the United States Code or imprisoned not more than two years or both.
12. **Miscellaneous:**
 - 12.1. Client agrees this User Certification applies to all Consumer Reports made by Verifications to Client regardless of which office of Client requests and/or receives such reports. Client agrees to inform Verifications immediately of any changes in ownership, company name, address, nature of business, or intended use information contained in Consumer Reports. Client further agrees that no changes in this User Certification may be made except by written consent of an authorized agent of Verifications and an authorized agent of Client.
 - 12.2. Without limiting any of the foregoing, Client acknowledges it has had an opportunity to consult with its own legal counsel regarding the laws and regulations applicable to this User Certification and is solely responsible for its compliance therewith.
 - 12.3. Client acknowledges additional legal and/or regulatory requirements may be imposed if Client operates in certain industries, and that such requirements may vary by state. Client agrees that compliance with their industry requirements is the sole responsibility of Client.
 - 12.4. With just cause (such as a violation of the terms of this User Certification), or a legal requirement, or a material change in existing legal requirements that adversely affects this User Certification, Verifications may upon its election discontinue serving the Client.

Attachments: (Please retain for your records)

1. **Exhibit A:** *Notice to Users of Consumer Reports: Obligations of Users Under the FCRA*
2. **Exhibit B:** *A Summary of Your Rights under the Fair Credit Reporting Act*
3. **Exhibit C:** *Remedying the Effects of Identity Theft*

Exhibit A to User Certification

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their legal obligations under the FCRA.**

This first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 of the FCRA contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer requests the report within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligation When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitation on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligation When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through the person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, State or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other

than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report of the information must be coded. If the report is to be used for employment purposes - or in connection with a credit transaction (except as provided in federal regulations) - the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. This statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report

prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

Exhibit B to User Certification

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - A person has taken adverse action against you because of information in your credit report;
 - You are the victim of identity theft and place a fraud alert in your file;
 - Your file contains inaccurate information as a result of fraud;
 - You are on public assistance;
 - You are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates: b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	a. Bureau of Consumer Financial Protection 1700 G Street N.W., Washington, DC 20552 b. Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks: b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25 A of the Federal Reserve Act: c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations: d. Federal Credit Unions:	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200, Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11, Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO), 1775 Duke Street, Alexandria, VA 22314
3. Air carriers:	Asst. General Counsel for Aviation Enforcement & Proceedings, Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E., Washington, DC 20590
4. Creditors Subject to Surface Transportation Board:	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E. Street, S.W., Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act:	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies:	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8 th Floor, Washington, DC 20416
7. Brokers and Dealers:	Securities and Exchange Commission 100 F Street NE, Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations:	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All other Creditors Not Listed Above:	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA, Washington, DC 20580, (877) 382-4357

Exhibit C to User Certification

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

Remedying the Effects of Identity Theft

You are receiving this information because you have notified a consumer reporting agency that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or get a loan in your name. For more information, visit www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

1. You have the right to ask that nationwide consumer reporting agencies place “fraud alerts” in your file to let potential creditors and others know that you may be a victim of identity theft. A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.

- Equifax: 1-800-525-6285; www.equifax.com
- Experian: 1-800-EXPERIAN (397-3742); www.experian.com
- TransUnion: 1-800-680-7289; www.transunion.com

An initial fraud alert stays in your file for at least 90 days. An extended alert stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you will have to provide an identity theft report. An identity theft report includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the identity theft report, visit www.consumerfinance.gov/learnmore.

2. You have the right to free copies of the information in your file (your “file disclosure”). An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also have the ability to obtain additional free file disclosures under other provisions of the FCRA. See www.consumerfinance.gov/learnmore.

3. You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information. A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It may also specify an address for you to send your request. Under certain circumstances, a business can refuse to provide you with these documents. See www.consumerfinance.gov/learnmore.

4. You have the right to obtain information from a debt collector. If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief – like the name of the creditor and the amount of the debt.

5. If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file. An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your identity theft report. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.

6. You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft. To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an identity theft report.

To learn more about identity theft and how to deal with its consequences, visit www.consumerfinance.gov/learnmore or write to the Consumer Financial Protection Bureau. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state Attorney General.

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at www.consumerfinance.gov/learnmore.



Schedule B – Background Screening

Verifications, Inc. will perform the employment screening services (“Screening Services”) set forth in this Schedule B for Client. This Schedule B defines the scope of the work to be performed by Verifications and the information required to perform all Background Screening Services. This Schedule B is governed by the terms of the Agreement between Client and Verifications. All capitalized terms used in this Schedule B without definition shall have the meaning given to them in the Agreement.

When conducting Screening Services and related activity on your behalf, Verifications will:

1. Use all reasonable efforts to ensure compliance with all applicable federal, state, and international laws and regulations.
2. Use the most practical, accurate, up-to-date, readily available information sources available.
3. Background checks will be conducted “at the source”; i.e., by directly contacting schools, employers, state agencies, and courthouses.
4. Databases of unknown accuracy, timeliness, and origin will not be used as an information source other than as a “locator device.”
5. For each verification (i.e. employment, academic, reference, professional license, etc.) five (5) attempts* will be made to verify information over 5 consecutive days, unless the information source requires otherwise. (*An attempt shall include verbal or written efforts to contact, if no contact is made due to phone busy signal, unidentified voicemail, or no answer a search will be conducted to find an alternate contact number/info and remaining attempts will continue).
6. Retain copies (hard and/or electronic) of all documents submitted as part of a background screening order for as long as legally required.
7. Perform all work in a professional and workmanlike manner.
8. Have staff members available between 6 AM and midnight, Central Time, Monday through Friday.
9. Provide access to VIAM, Verifications online screening management system, to retrieve reports, and/or generate management reports.
10. Make reasonable efforts to inform Client when compliance changes occur.
11. Promptly reinvestigate any applicant disputes, keeping you informed during process.

Scope of Searches:

Verifications will begin processing background check requests upon receiving all required information. In general, the following applicant information is required. Any additional information required for a particular check is listed in the section for that check.

- Applicant's full name along with any AKAs
- Legible SS#
- Applicant's full address and phone number
- Date-of-birth
- Drivers License and state issued-for MVR request
- Complete legible information, no abbreviations
- Proper Academic Institutions name, city, and state

Additional Services:

Applicant Copy

Certain States (currently California, Minnesota, and Oklahoma) require applicants have the opportunity to request a copy of their background report at the time they authorize its procurement. This requirement is separate from FCRA adverse actions requirements and must be provided by the consumer-reporting agency. It is also separate from re-investigating an applicant dispute.

Net Results Management Reports

VIAM provides access to Verifications' online management reports – Net Results. Users can generate reports online or request their CSR to run reports for them.

Reprocessing Service

When a background check must be conducted a second time because the applicant did not supply all required information and the omission of such information cannot be predetermined, a reprocessing charge is added. Example: Applicant receives a degree under a different name, but does not provide that information until the verification is completed and returned with “No degree found.”

Adverse Action

The Fair Credit Reporting Act requires employers to notify an applicant of any adverse hiring decision made as a result of an employment screening report. The Adverse Action Notice Process involves 2 primary steps; Prior to making an employment decision, employers must send a *Preliminary Notice of Adverse Action*, including a copy of the report, and a copy of *A Summary of Your Rights Under the Fair Credit Reporting Act* to subject of the report; if the applicant has not disputed the contents of the report or the dispute was not successful a *Final Notice of Adverse Action* shall be sent informing the subject that the preliminary decision is now final and s/he is no longer eligible for employment. Both of these notices, including the required documentation can be ordered through VIAM.

Report Summary Page

Included within the scope of services is an Employment Screening Summary Page for every report ordered through Verifications. Each verification is compared to our standard set of review/concern/discrepancy guidelines, verifications which do not fall within standard guidelines are highlighted on the Summary Page of the report. Clients may request a personalized set of guidelines and terminology to be used on the Summary Page, however, client accepts *full liability* for any changes in Verifications' standard process, including all client-specific terms used.

Pricing:

*Unit Pricing per Check (*Statutory and Mandatory Fees will be added at cost):*

Academic	\$12.40*
Civil Records	\$15.45 per county*
Credit - Actual	\$ 7.50
Credit - Summarized	\$13.40
Criminal - County	\$17.30 per county*
Criminal AKAs (Also Known As)	\$ 9.55 per AKA*
Criminal - Federal	\$10.85 per district*
Criminal - Statewide	\$11.85 per state*
Driving Record	\$ 6.00*
Employment	\$11.85 each*
Executive Affiliation Search	\$62.50
Financial Enforcement Action	\$14.95
Global Watch Alert	\$ 7.50
Government Data Repositories	\$ 3.65
Media Search	\$95.00
National Criminal Record Locator	\$ 5.95
National Sexual Offender Search	\$ 7.95
Professional License	\$15.45 each
References – Telephonic	\$14.45 each
Social Security Number Trace	\$ 5.00 or \$6.00 instant
Adverse Action Notification	\$ 4.00 per letter
Applicant Calls	\$ 5.00
Applicant Copy	\$ 1.50 per copy
Reprocessing Service	\$ 7.25*
International Screening by Country: International checks will be billed according to Verifications' then-current pricing guide.	\$*
Client Setup/Initial Configuration and Implementation Fee	\$50.00

***Statutory and Applicable Fees**

Statutory and Mandatory and other applicable fees will be added to the searches performed and listed separately on invoices at actual cost. Statutory fees are charged by governmental entities for access to records. Mandatory fees may be charged from other institutions or employers. Fees typically range from \$3.00 - \$25.00; however, the State of New York charges a \$65.00 statutory fee to access criminal records in some jurisdictions. Fee schedules available on request. Other applicable fees include, but not limited to The Work Number, The National Student Clearinghouse, etc.

Execution

This Schedule is hereby incorporated into and governed by the terms and conditions of the Master Services Agreement between Verifications and Client.

Company: _____

Signature: _____

Name Printed: _____

Title: _____

Date: _____

Client Information Page

(*Indicates Required Field)

Client Contact Information – Designates Client's Primary Contact	
Name of Entity:*	Contact Name:*
Street Address:*	Contact e-mail Address:*
City, State/Province:*	Telephone:*
Country, Postal Code:*	Facsimile:

Billing Information – Designates Invoice Recipient/Location	
Name of Entity:	Accounts Payable Contact Name:
Street Address:	Accounts Payable Contact e-mail Address:
City, State/Province:	Accounts Payable Telephone:
Country, Postal Code:	Accounts Payable Facsimile:

In order to provide Consumer Reports, Verifications must obtain the following information, establishing each client is a business in good standing with a permissible purpose for procuring Consumer Reports: Attach a copy of BUSINESS LICENSE or ARTICLES OF INCORPORATION to this Agreement.*			
Nature of Business/Industry:*			
Business Type (check one)* <input type="checkbox"/> Sole Proprietorship* <input type="checkbox"/> Partnership* <input type="checkbox"/> Corporation *For these Business Types, complete the following and attach a copy of the owner/partner's government issued photo ID and consent form to authorize Verifications to secure a copy of the owner/partner's personal credit report(s) and trace report(s).			
*Owner/Partner's Name:	*Owner/Partner's Home Address:	*Owner/Partner's SSN:	*Federal Tax ID Number:
Building Type (check one)* <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Apartment Complex <input type="checkbox"/> Apartment Complex with Storefront			
Corporate Headquarters Address (If different from above, must not be a PO Box):*			
Website*:		Main Phone Number*:	
Years in Business (If less than one year, attach two of the following items: copy of utility or phone bill in business name, copy of lease or proof of property ownership, copy of bank statement addressed to client at place of business)*:		Number of Employees*:	
Is Company Publicly Traded*: <input type="checkbox"/> Yes <input type="checkbox"/> No		Stock Exchange*:	Symbol*:

Verifications' Account Manager – Designation of your Verifications Account Manager Contact	
Verifications Account Manager Name:	Verifications Account Manager e-mail Address:
Telephone:	<INSERT E-MAIL ADDRESS>@verificationsinc.com