

HR SCREENING SERVICES END-USER AGREEMENT

THIS END-USER AGREEMENT (“Agreement”) is made and entered into by and between HR Screening Services, Inc. (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents) (jointly, “HR Screening Services”) and (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents) (jointly “End-User”). This Agreement shall be effective on the date of last signature below (the “Effective Date”).

General

HR Screening Services strives to deliver accurate and timely information products for your company (hereinafter “End-User”) to use in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, HR Screening Services assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. End-User understands that these information sources and resources are not maintained by HR Screening Services. Therefore, HR Screening Services cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, HR Screening Services has in place procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

End-User’s Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)

End-User hereby certifies that all of its orders for information products from HR Screening Services shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, permissible purposes only:

(Please check all that apply)

<input type="checkbox"/>	Section 604(a)(1). As ordered by a court or federal grand jury subpoena.
<input type="checkbox"/>	Section 604(a)(2). As instructed by the consumer in writing.
<input type="checkbox"/>	Section 604(a)(3)(A). For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer’s account.
<input type="checkbox"/>	Section 604(a)(3)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.
<input type="checkbox"/>	Section 604(a)(3)(C). For the underwriting of insurance as a result of an application from the consumer.
<input type="checkbox"/>	Section 604 (a)(3)(D). 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.
<input type="checkbox"/>	Section 604(a)(3)(E). For use by a potential investor or servicer, or current insurer, in evaluating and/or assembling the credit or prepayment risk associated with an existing credit obligation.
<input type="checkbox"/>	Section 604(a)(3)(F)(i). Where there is a legitimate business need, in connection with a business transaction that is initiated by the consumer.
<input type="checkbox"/>	Section 604(a)(3)(F)(ii). To review a consumer’s account to determine whether the consumer continues to meet the terms of the account.
<input type="checkbox"/>	Section 604(a)(4) or (5). For use by state and/or local officials in connection with the determination of child support payments, or modifications and enforcement thereof.

End-User will certify the specific permissible purpose at the time the report is requested.

HR SCREENING SERVICES END-USER AGREEMENT

End-User's Certification of Legal Compliance

End-User certifies to HR Screening Services that the information products it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End-User accepts full responsibility for complying with all such laws and for using the information products it receives from HR Screening Services in a legally acceptable fashion. To that end, End-User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those products.

End-User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End-User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

End-User agrees to abide by Addendum A - Access Security Requirements, attached hereto. Likewise, as a condition of entering into this Agreement, End-User certifies that it has in place reasonable procedures designed to comply with all applicable local, state and federal laws. End-User also certifies that it will retain any information it receives from HR Screening Services for a period of five years from the date the report was received, and will make such reports available to HR Screening Services upon request. In addition, End-User agrees to abide by all Ban the Box laws and certifies that it will not conduct a background check until after a conditional offer of employment has been provided. End-Users seeking credit information must provide the information and sign Addendum B before HR Screening Services can provide credit information to End-User. Addendums A and B are incorporated into and are part of this End-User Agreement for Consumer Reports.

End-User understands that the credit bureaus require specific written approval from HR Screening Services before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

End-User hereby certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if the End-User is located in the State of California, and/or the End User's request for and/or use of Information Products pertains to a California resident or worker, End User will do the following:

- (i) Request and use Information Products solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.

HR SCREENING SERVICES END-USER AGREEMENT

- (ii) When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative Information Products may be obtained; (2) the permissible purpose of the investigative Information Products; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; and (4) the name, address, telephone number, and website of the Consumer Reporting Agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.
- (iii) When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request an Information Product if the applicable consumer has authorized in writing the procurement of the Information Product.
- (iv) When Information Products are sought in connecting with the hiring of a dwelling unit, notify the consumer in writing that an Information Product will be made regarding the consumer's character, general reputation, personal characteristics. The notification shall include the name and address of End User as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the Information Product was first requested.
- (v) When Information Products are sought in connection with the underwriting of insurance, clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer that an Information Product regarding the consumer's character, general reputation, personal characteristics, and mode of living may be made, or, if no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the report was first requested. The disclosure shall include the name and address of End User, the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code Section 1786.22.
- (vi) Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any Information Products that are prepared.
- (vii) If the consumer wishes to receive a copy of the Information Products, the End User shall send (or contract with another entity to send) a copy of the Information Product to the consumer within three business days of the date that the Information Product is provided to End User. The copy of the Information Product shall contain the name, address, and telephone number of the person at End User who issued the report and how to contact him/her.
- (viii) Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Information Product, informing the consumer in writing of End User's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.

A. When Information Products are Used for Employment Purposes

If the information products End-User obtains from HR Screening Services are to be used for an employment purpose, End-User certifies that prior to obtaining or causing a "consumer report" and/or "investigative consumer report" to be obtained, a clear and conspicuous disclosure, in a document

HR SCREENING SERVICES END-USER AGREEMENT

consisting *solely of the disclosure*, has been made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. Such disclosure satisfies all requirements identified in the FCRA, as well as any applicable state or local laws and the consumer has authorized, in writing, the obtaining of the report by End-User. End-User understands that Company will not initiate a report for employment purposes in the absence of a written authorization. End-User certifies that each time it orders a report, it is reaffirming the above certification.

Prior to taking adverse employment action based in whole or in part on the information products provided by HR Screening Services, End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act. End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C).

Before taking adverse action based on a criminal record the EEOC Criminal History Guidance recommends that you perform an individualized assessment and or other considerations. To obtain a copy of the EEOC Criminal History Guidance please go to the following website:
http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm.

End-User certifies that HR Screening Services has no input whatsoever in the employment decisions of End-User, nor does HR Screening Services render any advice, legal or otherwise, regarding employment decisions. End-User shall rely upon the advice of its own advisors and legal counsel.

B. Investigative Consumer Reports

In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, End-User will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) HR Screening Services' contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

C. International Criminal Record Searches

End-User understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported. HR Screening Services cannot be either an insurer or guarantor of the accuracy of the information reported. End-User therefore releases HR Screening Services and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international background screening report.

D. National/Multi-State Database Searches

HR Screening Services recommends that End-User screen its applicants or employees at the county court-house or online system, federal, and multi-state/nationwide database levels. End-User understands that if it chooses not to conduct searches at these levels, HR Screening Services cannot be held responsible for any records that exist that are not included in the End-User's coverage requested.

HR SCREENING SERVICES END-USER AGREEMENT

End-User further understands that the multi-state/nationwide database report will only be offered in conjunction with a county-level verification of any records found and that End-User will bear any additional costs associated with this verification.

Additional Requirements for Motor Vehicle Records (MVRs) and Driving Records

End-User hereby certifies that Motor Vehicle Records and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act (“DPPA”, at 18 U.S.C. § 2721 *et seq.*) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain “driving records,” evidence of which shall be transmitted to HR Screening Services in the form of the consumer’s signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver’s license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

General Provisions

End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. End-User may not assign or transfer this Agreement without the prior written consent of HR Screening Services. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, Pennsylvania law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in Pennsylvania, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End-User and an officer of HR Screening Services. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

If End-User is permitted to request consumer reports for employment purposes via HR Screening Services’ website then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User’s Internet access to obtain reports for improper, illegal or unauthorized purposes. End-User agrees that each consumer report will only be used for a one-time use. End-User agrees to obtain the consumer’s electronic consent to receive any legal or other notices electronically. End-User also agrees to allow HR Screening Services to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by HR Screening Services may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

Confidentiality

Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. “Confidential Information” means any and all

HR SCREENING SERVICES END-USER AGREEMENT

proprietary or secret data; passwords, sales or pricing information relating to either party, its operations, employees, products or services; and, all information relating to any customer, potential customer, Agent, and/or independent sales outlet. The Parties agree to keep this information confidential at all times during the term of this Agreement, and continuing for five (5) years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall HR Screening Services be required to destroy, erase or return any consumer reports or applicant data related thereto in HR Screening Services' files, all of which HR Screening Services shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.

End-User recognizes that HR Screening Services retains all right, title and interest in and to its copyrights, patents, trade secret rights, trademarks (including service marks and logos), and all other rights therein (collectively, "Intellectual Property"). The rights granted to End-User under this Agreement do not transfer to End-User any title in any Intellectual Property of HR Screening Services, and End-User shall not acquire any rights except as expressly set forth in this Agreement. End-User shall not alter or remove any information products, notices, graphics or text contained on or in any online content, information products, reports or software, if any received from HR Screening Services. End-User shall not copy, use analyze, disassemble, convert or apply any procedure or process to any reports received from HR Screening Services to ascertain, derive and/or appropriate any trade secret information or process contained therein.

Independent Contractor

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

Fees and Payment

End-User agrees to pay nonrefundable fees and other charges or costs for HR Screening Services' background check services. Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies, incurred by HR Screening Services in servicing End-User, will be passed onto End-User. At HR Screening Services' option, payments not received thirty (30) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with HR Screening Services. Accounts with invoices unpaid thirty (30) days or more may be assessed an interest charge of 1 ½ % per month, as allowed by applicable law. If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs. End-User agrees that providing credit card information and submitting it electronically to HR Screening Services presents a legal authorization to debit the card for the orders placed or for non-payment per the 15 day terms. End-User agrees that prices for services are subject to change without notice, although HR Screening Services will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by HR Screening Services.

HR SCREENING SERVICES END-USER AGREEMENT

Warranties and Remedies and Limitation of Liability

End-User understands that HR Screening Services obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to End-User "AS IS". HR Screening Services makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; HR Screening Services expressly disclaims any and all such representations and warranties.

HR Screening Services does not guarantee or warrant End-User's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which End-User may rely in connection with its furnishing of reports. End-User understands that any documents, information, conversations or communications with any representative of HR Screening Services regarding searches, verifications or other services offered by HR Screening Services or use of such information by End-User are not to be considered legal counsel or legal opinion. End-User agrees that it will consult with its own legal or other counsel regarding the obtainment and use of background screening information, including but not limited to, the legality of using or relying on reported information and to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all applicable laws and regulations and the provision of such notices, pre-adverse or adverse action letters and the contents thereof is the sole responsibility of End-User not HR Screening Services.

HR SCREENING SERVICES WILL NOT BE LIABLE TO END-USER FOR DAMAGES, AND END-USER HEREBY RELEASES COMPANY FROM ANY LIABILITY FOR DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT END-USER MAY LEGALLY AGREE TO RELEASE COMPANY FROM LIABILITY FOR SUCH DAMAGES, PROVIDED HOWEVER, THAT END-USER DOES NOT RELEASE HR SCREENING SERVICES FROM ANY LIABILITY ARISING SOLELY FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF HR SCREENING SERVICES (UNLESS ATTRIBUTED OR IMPUTED TO HR SCREENING SERVICES BY REASON OF ANY ACT OR OMISSION OF END-USER WHETHER AS AN AGENT OF HR SCREENING SERVICES OR OTHERWISE). IN THE EVENT HR SCREENING SERVICES IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE TO END-USER FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST HR SCREENING SERVICES FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO HR SCREENING SERVICES BY END-USER FOR THE SERVICE OR REPORT TO WHICH A GIVEN CLAIM RELATES PROVIDED PURSUANT TO THIS AGREEMENT, AND RECOVERY OF THE AMOUNT IS END-USER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN THE EVENT HR SCREENING SERVICES IS LIABLE TO END-USER FOR ANY MATTER RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY OR TORT (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), AND IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST HR SCREENING SERVICES WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, OR LOST SAVINGS, OR FOR ANY AMOUNTS WITH RESPECT TO CLAIMS AGAINST COMPANY, EVEN IF HR SCREENING SERVICES HAS BEEN ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES.

HR SCREENING SERVICES END-USER AGREEMENT

Indemnification

End-User agrees to indemnify and hold harmless HR Screening Services, its successors and assigns, officers, directors, employees, agents vendors, and suppliers from any and all claims, actions or liabilities arising from or with respect to information products provided by HR Screening Services, the content, compliance, method of delivery or effectiveness of any notices, pre-adverse or adverse action letters, any breach by End-User of any of its representations, warranties, or agreements in this Agreement or its negligence or willful misconduct.

Force Majeure

End-User agrees that HR Screening Services is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent HR Screening Services from meeting its obligations under this Agreement.

Assignment

End-User may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld, condition or delayed.

Waiver

The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant, or condition of this Agreement will not be construed as a waiver of subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

HR SCREENING SERVICES END-USER AGREEMENT

Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

Company or Business Legal Name

Date

By (Signature of Authorized Officer Only)

Printed Name

Title

Street Address

City, State, Zip Code

Telephone

/ _____
Fax

Email

Please sign and fax completed End-User Agreement to (412) 517-1208

Approved by

Date of Approval

Printed Name

Title

ADDENDUM A

Access Security Requirements

The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End-User agrees to the following:

1. End-User will take reasonable procedures to protect its account number and password so that only key personnel employed by your company know this sensitive information, including not posting this information anywhere in the facility. End-User agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.
2. End-User agrees that system access software, whether developed by your company or purchased from a third party vendor, will have End-User's account number and password "hidden" or embedded and be known only by supervisory personnel. End-User will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End-User will change its password immediately.
3. End-User agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of HR Screening Services.
4. End-User will restrict the ability to obtain consumer information to a few key personnel.
5. End-User agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them.
6. End-User agrees it will turn off and lock all devices or systems used to obtain consumer information.
7. End-User will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
8. End-User agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. End-User agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the Fair Credit Reporting Act.

ADDENDUM B

Documents Required Before Requesting Credit Report Information

Before End-User will be allowed to access credit report information, HR Screening Services requires that End-User provide one (1) of the following (if End-User is not publicly traded):

1. Business license status from a government web site (please include entire web page print out);
2. Business license, copy or documented verification;
3. Documented corporation verification with state or federal government;
4. Copy of Articles of Incorporation with proof of filing;
5. State and/or federal tax records originating from the state or federal government;
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit originations.

If End-User is a publicly traded company, the following items are acceptable methods for verifying that the End-User is a bona fide entity:

1. Documentation of ticker symbol information from trading website;
2. Certified copy of audited annual or quarterly statements submitted to the SEC.