

CLIENT SERVICE AGREEMENT

This agreement is entered this _____ day of _____, 20____, by and between The Pre-Check Company®, an Ohio Corporation (hereinafter referred to as "Pre-Check"), and _____ (hereinafter referred to as "Client"). Client agrees to pay Pre-Check for services provided under this agreement in accordance with the prevailing charges or in accordance with charges stated in a service proposal provided directly to the Client.

ATTENTION

The Client agrees as follows:

- 1) Client will comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act, hereinafter FCRA) and all other applicable statutes, both state and federal.
- 2) Client is an equal opportunity employer and does not discriminate against applicants or employees on the basis of race, color, religion, gender, gender identity, sexual orientation, marital or civil status, age, national origin, disability, or veteran status.
- 3) Information will be requested only for the Client's exclusive use. Neither Client, nor its authorized representatives, will request consumer credit reports for any other use than a use authorized by law and necessary for business purposes, and agrees to use the information provided in a manner that is consistent with all state and federal laws governing the use of such information.
- 4) Client will make every reasonable effort to safeguard and secure all information provided by Pre-Check, as well as all supporting documentation. All consumer information will be held in strict confidence, except to the extent permitted by law. Reports on employees will be requested only by Client's designated representatives. Employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties. Client will not disclose consumer credit information to the subject of the information except as permitted by law, but will refer the subject to the appropriate Credit Bureau office identified on the consumer information.
- 5) Recognizing that security is not easily maintained, and that no form of dissemination is absolutely safe, Client designates herein, by mark and initial, the one form of dissemination most secure and reasonable for Client receipt of consumer credit information.

- Secure website access _____ (initial) **Preferred**
- Facsimile transmission _____ (initial) Fax Number: () _____ - _____
- U.S. postal mail delivery _____ (initial)

- 6) Each time a request for information or a credit report is made of Pre-Check for employment, retention, or promotion purposes, Client will comply with §604 of the FCRA namely (1) the consumer has been given a clear and conspicuous written notice, in advance (in a document that consists solely of the disclosure) that a consumer report may be required for employment purposes; (2) the consumer has authorized the Client, in writing to procure the report; (3) the information in the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; (4) before taking adverse action, in whole or in part on the report, Client will provide the consumer a copy of the report and a description of the consumer's rights under the FCRA.

(Public Law 91-508 provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more than two years, or both.)

Subscriber will hold Equifax Verification Services (EVS) and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of EVS Employment Information by Subscriber, its employees or agents contrary to the conditions of Section 1 above or applicable law.

Subscriber recognizes that EVS does not guarantee the accuracy or completeness of EVS Employment Information and Subscriber releases EVS and EVS's agents, employees, affiliated credit reporting agencies and independent contractors from any liability, including negligence, in connection with the provision of EVS Employment Information and from any loss or expense suffered by Subscriber resulting directly or indirectly from EVS Employment Information. Subscriber covenants not to sue or maintain any claim, cause of action, demand, cross-action, counterclaim, third-party action or other form of pleading against EVS, EVS's agents, employees, affiliated credit reporting agencies, or independent contractors arising out of or relating in any way to the accuracy, validity, or completeness of any EVS Employment Information.

- 7) Client agrees to furnish Pre-Check pertinent information on applicants, in writing or verbally, to enable Pre-Check to perform the requested background checks for employment, retention, or promotion purposes.
- 8) To the best of its ability, Client will provide prompt, accurate and complete information at the time of transmission and will comply with §623 of the FCRA.
- 9) Due to the continuing changes in state and federal compliance, Pre-Check, at its discretion, decides whether a criminal history is reportable or not.

The Pre-Check Company represents and agrees as follows:

- 1) The Pre-Check Company is an Ohio corporation, organized and authorized to do business in the State of Ohio and is fully in compliance with all applicable federal, state and local laws and regulations.
- 2) The Pre-Check Company will perform the requested background checks for employment, retention, or promotion purposes upon being furnished, in writing by Client's designated representative(s), all pertinent information on applicants. Pre-Check will promptly report the findings of its investigations to Client and will otherwise comply with the requirements of the FCRA.
- 3) In order to address security concerns and to comply with the FCRA, and other applicable laws regarding security and employment, Pre-Check will identify the subject of the report for information by name, last four digits of social security number and month and day of birth. Reports will not include the full social security number or year of birth.
- 4) Pre-Check will provide each Client with a user name and password for the Pre-Check website (located at www.pre-check.com) for secure access to background reports to include consumer credit reports and substance abuse information requested by Client.
- 5) Pre-Check is an equal opportunity employer and does not discriminate against applicants or employees on the basis of race, color, religion, gender, gender identity, sexual orientation, marital or civil status, age, national origin, disability, or veteran status.
- 6) Pre-Check will notify Client of the availability of completed reports on the Pre-Check website by electronic mail.

IT IS MUTUALLY AGREED as follows:

- 1) This Agreement shall remain in force and effect for a term of one year from the last date shown on the following signature and acceptance lines and shall automatically renew and thereafter, from year to year on the same basis as set forth herein, subject to written notice of cancellation, which shall be given by either party at least ten (10) days in advance of any given date for termination. All payment for services shall be within thirty (30) days of invoice. Any amount not paid within such term shall accrue interest at the rate of ten percent (10%) per annum computed daily.
- 2) If the Client is delinquent in the payment of the monthly charges, or violates the terms of this contract, Pre-Check may, at its election, discontinue providing service to the Client and cancel this contract, without notice to the Client.
- 3) If Pre-Check fails to perform the requested background checks for employment purposes, fails to provide the requested information to the Client upon completion of Pre-Check's investigation, or otherwise fails to comply with the requirements of the FCRA, Client may, at its election, cancel this contract without notice to Pre-Check and pursue any and all other remedies available under law.

CLIENT

Company Name: _____

Street Address: _____

City State, Zip Code: _____

Phone: _____ Fax: _____

Email Address: _____

Date: _____

Signature: _____

Name: _____

Federal EIN: _____

ACCEPTED BY

The Pre-Check Company

24500 Center Ridge Rd, Ste. 225

Westlake, OH 44145

Phone: 216-226-7700 Fax: 440-348-5441

Email Address: info@pre-check.com

Date: _____

Robert J. Drusendahl, President

EIN: 34-1731439

FILL OUT AND RETURN WITH THE CLIENT SERVICE AGREEMENT IF YOU ARE CONSIDERED AN EMPLOYER WHO:

- IS LOCATED IN VERMONT, OR
- COULD RECEIVE APPLICANTS WHO CURRENTLY OR PREVIOUSLY LIVED IN VERMONT, OR
- COULD RECEIVE APPLICANTS WHO CURRENTLY OR PREVIOUSLY WORKED IN VERMONT

Vermont Fair Credit Reporting Contract Certification

The undersigned, _____ (Subscriber"), acknowledges that it subscribes to receive various information services from The Pre-Check Company in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480 e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with the Subscriber's continued use of The Pre-Check Company's information services in relation to Vermont customers, Subscriber hereby certifies as follows:

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order Pre-Employment Information relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from The Pre-Check Company.

Subscriber (print): _____

Signed By: _____

Printed Name: _____

Title: _____

Account Number: _____

Date: _____

Person Responsible for Credit Reporting Compliance:

Printed Name: Robert Drusendahl

Title: President

Mailing Address: P.O. Box 45375

City: Westlake State: OH Zip: 44145

Email Address: info@pre-check.com

Phone: 216-226-7700 Fax: 440-348-5441

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
 - (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
 - (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
 - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Consumer Financial Protection Bureau.

VERMONT RULES * CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT**

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.