

## REVEAL BACKGROUND SERVICE AGREEMENT

This Reveal Background Service Agreement (this “Agreement”) is entered into by and between Reveal Background, LLC with offices located at 9742 St Vincent Ave, Suite 100, Shreveport, Louisiana 1106 (“Reveal Background”) and you or the entity on whose behalf you are accepting this Agreement, as applicable (“Client”, “You”, or “Your”). This Agreement sets forth the terms and conditions that govern Your access to and use of the Reveal Background platform (“Platform”) and the Reveal Background screening services available via the Platform (“Services”).

BY CHECKING THE BOX INDICATING ACCEPTANCE OF THIS AGREEMENT AND CLICKING THE BUTTON TO CONTINUE, OR BY OTHER MEANS PROVIDED BY REVEAL BACKGROUND FOR ACCEPTANCE, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS EFFECTIVE AS OF THE DATE OF ACCEPTANCE (“EFFECTIVE DATE”); AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF YOU ARE ENTERING INTO THIS AGREEMENT FOR A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH LEGAL ENTITY AND BIND SUCH LEGAL ENTITY TO THIS AGREEMENT AND ANY REFERENCES TO ‘YOU’ OR ‘YOUR’ IN THIS AGREEMENT REFER TO SUCH ENTITY AND ALL OF ITS EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT OR SIGN THIS AGREEMENT AND MAY NOT USE THE PLATFORM OR SERVICES.

1. Account Registration; Credentialing. You must complete the account registration and credentialing process by providing Reveal Background with current, complete and accurate information as requested by Reveal Background. Reveal Background will not provide Services to You until Your account has been approved by Reveal Background. Your affiliates and subsidiaries, if any, may not use Reveal Background’s Services under this Agreement. Any affiliate or subsidiary of Client must enter into a separate agreement with Reveal Background for the access to and use of the Platform and Services. You may access and use the Platform and Services through Your account solely for the benefit of Your internal business purposes and in accordance with the terms of this Agreement. You agree not to share Your password(s), account information, or access to the Services with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and You are responsible for all activities that occur through the use of Your password(s) or account(s) or as a result of Your access to the Platform and Services. You agree to notify Reveal Background immediately of any use of Your password(s) or account(s) that You did not authorize or that is not authorized by this Agreement.

## 2. Screening Reports; Restrictions on Use.

1. The parties agree Reveal Background's provision of consumer reports and/or investigative consumer reports (collectively, "Screening Reports"), as those terms are defined by the Fair Credit Reporting Act, as amended, 15 U.S.C. § 1681 et seq. ("FCRA") is subject to (i) You executing an End User Certification, the terms of which are incorporated by this reference as if fully set forth herein, and (ii) Reveal Background approving Your account. You agree to obtain and use any Screening Report solely for the permissible purpose designated by You during the account registration process and in accordance with the End User Certification. You are responsible for ensuring that Your use of the Services and Screening Reports comply with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to the FCRA.

2. You agree not to provide any part of the Services or Screening Reports to third parties, whether directly or indirectly, through incorporation in a database, report or otherwise except as explicitly permitted by this Agreement.

## 3. Payment and Pricing

1. **Payment.** You agree to provide Reveal Background with valid and current credit card information and shall pay Reveal Background for each of the Services You order at the time of the transaction, including any applicable fees and/or taxes. You hereby authorize Reveal Background to charge the credit card provided for any Services ordered.

2. **Pricing.** You agree to pay the applicable charge(s) for the Services You order at the price set forth and presented to you You at the time of order ("Pricing"). Unless otherwise specifically noted at the time of order, You understand and acknowledge that Pricing excludes, and the Services may incur, additional fees ("Post-Order Fees"). Post-Order Fees, if any, will be charged to your credit card. Such Fees are subject to change without notice. Pricing is exclusive of, and You will pay, any taxes relating to this Agreement applicable to You. Reveal Background reserves the right to adjust Pricing of any Service at any time and without notice. You understand and agree that You are responsible for the payment of all transaction-based charges once You place and order for a Service, including orders for Screening Reports resulting (i) in a return of "clear," "unable to verify," or other similar result, and/or (ii) from User error in inputting data, duplicate order entries, and/or cancellations for any reason other than Reveal Background's breach of this Agreement.

## 4. Confidentiality

1. You shall not disclose any Screening Reports, or any portion thereof, provided to You by Reveal Background hereunder except as permitted by this Agreement, required by law, or to the subject of the report.

2. Each party (“Recipient”) will treat, and take all reasonable and necessary steps to prevent the disclosure of, all information provided by the other party (“Discloser”) that Discloser designates in writing to be confidential (or that would be understood to be confidential by a reasonable person) in the same manner as Recipient treats its own confidential information (which shall be no less than a reasonable degree of care). Discloser represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to Recipient. Confidential information shall not include information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient’s lawful possession prior to Discloser’s disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third-party with the right to disclose such information and without restriction on such disclosure; or (iv) is independently developed by Recipient without use of or reference to the confidential information. You shall not disclose the Pricing or terms of this Agreement to any third party, except as required by applicable law.

5. Platform; Processing of Client Data

1. You shall not, and shall ensure that Your users do not: (i) use the Platform to upload, transmit, or otherwise distribute any content that is threatening, defamatory, fraudulent, infringing, or otherwise unlawful; (ii) store, submit, or distribute viruses, worms, time bombs, malicious code, or any other items of a harmful nature; (iii) use the Platform for any unlawful purpose or to engage in any activity that violates applicable law or the rights of others; (iv) engage in any activity that interferes with or disrupts the Platform or third party data contained therein; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) make derivative works of, disassemble, or attempt to reverse compile or reverse engineer any part of the Platform or Services, or access the Platform in order to build a similar or competitive product or service (or contract with a third party to do so).

2. Reveal Background will maintain reasonable safeguards for the Platform designed to protect the security, confidentiality and integrity of the information, data and other content, in any form, that is provided, entered or uploaded by You to the Platform (“Client Data”), including without limitation information about identified or identifiable individuals (“Client Personal Information” or “Client PI”). Reveal Background shall not process Client Data except as necessary to: (a) provide the Services as documented in this Agreement; (b) comply with Your instructions, subject to the terms of this Agreement; or (c) comply with applicable law. You hereby authorize Reveal Background to retain Client Data as necessary to comply with its obligations under applicable law or a contract with a third-party source of Client Data. Reveal Background does not intend, and makes no

guarantee, to retain Client Data for more than seven years after the date Reveal Background received it. You hereby authorize Reveal Background to Anonymize Client PI after that time has passed. "Anonymize" means to make identifying information permanently unreadable and unrecoverable so that any remaining information can no longer be associated with Your or a data subject, taking into account all means reasonably likely to be used to re-identify the information.

3. You shall provide a notice or disclosure to, and, if necessary, collect consent or authorization from data subjects for the transfer of Client PI to Reveal Background and the Processing of Client PI by Reveal Background as required by applicable law. Reveal Background may make available to You its systems or sample text for these purposes. You acknowledge that Your use of Reveal Background's systems or sample text does not relieve You of Your responsibility for compliance with notice, disclosure, authorization and consent provisions in applicable law.

4. The Platform and Services may be provided to You by Reveal Background and/or Reveal Background's subsidiary and affiliate companies. Additionally, You hereby authorize Reveal Background to use third parties to process Client Data on behalf of Reveal Background ("Sub-Processors"), provided that (a) the obligations imposed on Sub-Processor that are no less stringent than those required of Reveal Background under applicable law and this Agreement; and (b) Reveal Background will not be relieved of any of its obligations under this Agreement by engaging Sub-Processors.

5. You acknowledge that the nature of the Services may require disclosure of Client Data to, and collection of Client Data from, third parties that are not Reveal Background Sub-Processors, including without limitation government or regulatory authorities or the data subject's current and past employers or educational institutions. Your request for Services will be deemed to be Your instruction to Reveal Background to disclose such Client Data to, and collect Client Data from, third parties that are not Sub-Processors as necessary to perform those Services

6. You acknowledge and authorize the following: (a) Reveal Background stores Client PI in United States; (b) Reveal Background operates in, and may access Client PI from United States and other countries; (c) Reveal Background may add additional locations for storage or Processing of Client PI; (d) the nature of the Services may require Reveal Background to transfer data to third parties or Sub-Processors located in other countries; and (d) notwithstanding any restriction to these cross-border data transfers to which the parties have agreed, Reveal Background may transfer data across borders if it is necessary to ensure business continuity and recovery in case of emergency, except as prohibited by applicable law.

6. Ownership. Except for the rights expressly granted to Reveal Background in this Agreement, You shall retain all right, title and interest to Client Data. Notwithstanding the

foregoing, Reveal Background may compile, extract or anonymize data from Client Data in connection with its performance of the Services in aggregate statistical form in such a way that neither the individual(s) being screened nor You can reasonably be identified, and Reveal Background will own all right, title and interest in such compiled, extracted or anonymized data. Reveal Background shall retain all right, title and interest in and to the Platform and all technology and software used to provide it, including all modifications and/or enhancements to the Platform, regardless of the source of inspiration.

## 7. Disclaimers

1. You acknowledge (a) that the depth of information collected by Reveal Background varies among sources and Reveal Background cannot act as an insurer or guarantor of the accuracy, reliability or completeness of the data, and (b) that the information that Reveal Background discovers with respect to the subject of a background check report is subject to the reporting limitations of the FCRA and other applicable law. Reveal Background will perform the Services using the information provided to Reveal Background by You, Your Users or Your candidates. In no event shall Reveal Background be held responsible for any inaccurate or incomplete Screening Reports that are the result of You, Your Users or Your candidates providing Reveal Background with inaccurate or incomplete information.

2. Reveal Background may from time to time offer information, guidance, forms, materials, and/or other content (including sample documents) for informational purposes (“Content”), which is not intended to and shall not constitute legal or professional advice, either express or implied. You agree not to rely on Reveal Background for (nor shall Reveal Background render) legal or professional advice. You acknowledge and agree that You are solely responsible for Your legal and employment related decisions and will consult with Your own legal counsel (at Your discretion) regarding all employment law related matters, including but not limited to Your legal obligations with respect to Your procurement and use of the Services and Screening Reports.

3. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, (A) THE PLATFORM, CONTENT AND ALL SERVICES ARE PROVIDED ON AN ‘AS IS,’ ‘AS AVAILABLE’ BASIS, (B) REVEAL BACKGROUND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (C) REVEAL BACKGROUND DOES NOT WARRANT THAT THE PLATFORM, CONTENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF THE PLATFORM, SERVICES, SERVICE LEVELS OR PERFORMANCE.

## 8. Limitation of Liability

1. REVEAL BACKGROUND WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS), REGARDLESS OF WHETHER OR NOT REVEAL BACKGROUND WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

2. REVEAL BACKGROUND'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER DURING THE 6-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, CLAIM, COST OR EXPENSE OCCURRED.

3. The foregoing limitations shall not apply to the extent not permitted by applicable law.

9. Term and Termination.

1. Term. This Agreement shall begin on the Effective Date, and shall continue until terminated by either party in accordance with this Section 9 or as otherwise permitted by this Agreement ("Term").

2. Termination by You. You may terminate this Agreement at any time with or without cause upon written notice to Reveal Background.

3. Termination by Reveal Background. Reveal Background, in its sole discretion, may terminate this Agreement and/or suspend Services immediately at any time with or without cause upon notice to You (an alert via the Platform and/or via email is sufficient).

4. Effect of Termination. Upon termination or expiration of this Agreement for any reason, You will have no further right to use or access the Platform or Services.

5. Surviving Provisions. All provisions that by their nature are intended to survive, including but not limited to payment obligations, disclaimers of warranties, confidentiality and limitations of liability, shall survive the termination of this Agreement.

6. Choice of Law; Disputes. This Agreement is governed by and construed in accordance with the laws of the State of Louisiana, without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties shall be brought in state or federal court located in Caddo Parish, Louisiana.

Reveal Background and You each hereby (i) waives and agrees to waive any objection to such venues, (ii) consents to the transfer to state or federal court located in Caddo Parish, Louisiana of any lawsuit or civil action filed in any other venue, (iii) waives any rights to have such lawsuit or civil action determined in any other venue whatsoever, (iv) waives any right to request any transfer on the basis of the inconvenience of such forums or convenience of any other forum, and (v) specifically recognizes that state or federal court located in Caddo Parish, Louisiana have jurisdiction over it, and specifically waives any objection or defense that state or federal court located in Caddo Parish, Louisiana lack jurisdiction over it.

10. Miscellaneous

1. This Agreement, addenda, attachments, exhibits and/or schedules (including the End User Certification), constitute the entire agreement between the parties regarding the Platform and Services. All prior agreements, both oral and written, between the parties on the matters contained in this Agreement are expressly cancelled and superseded by this Agreement. In no event shall any terms or conditions included on any form of Yours, including without limitation, any purchase order, apply to the relationship between the parties hereunder. Any amendments of or waivers relating to this Agreement must be in writing signed by the party, or parties, to be charged therewith. Except for Client's payment obligations hereunder, neither Party shall be responsible for any events or circumstances beyond its control including but not limited to war, riots, terrorism, embargoes, strikes and/or Acts of God) that prevent it from meeting its obligations under this Agreement.

2. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have any authority of any kind to bind the other in any respect.

3. Your electronic acceptance of this Agreement will be as effective as delivery of a manually executed copy of the Agreement.

4. Except as otherwise set forth in this Agreement, all notices related to this Agreement shall be in writing and delivered to the address set forth in this Agreement if to Reveal Background (or to such other address as Reveal Background may from time to time specify) or to the address or email provided by You during account registration if to Client (or to such other address or email as You may designate by updating Your account contact information via the Platform). Except for notices (i) of breach, or (ii) of indemnifiable claims, Reveal Background may deliver notice to You via an alert on the Platform or via email to the then-current contact designated by You in Your account.

5. Reveal Background shall provide notice (an alert via the Platform is sufficient or via email to the then-current contact designated by You in Your account) with respect to any change to or discontinuation of any Services and/or the Platform.

6. Reveal Background may use Client's brands, logos, service marks, trade name, and other source identifiers for the purpose of representing to third parties that Reveal Background is providing Services to Client.

7. You may not assign this Agreement, or any rights or obligations hereunder, without Reveal Background's prior written consent. Reveal Background may assign, transfer or delegate any of its rights and obligations hereunder without consent.

8. You acknowledge that Reveal Background's suppliers, vendors, and/or partners may require You to execute additional terms and conditions and/or documentation as a condition precedent to Reveal Background providing certain services.



## END USER CERTIFICATION

In connection with the Reveal Background Service Agreement (the “Agreement”), Reveal Background will furnish you or the entity on whose behalf you are accepting the Agreement (“You” or “End User”) with Screening Reports conditioned upon End User’s compliance with its obligations set forth below (and in the Agreement) (this “Certification”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. In utilizing Reveal Background’s Services in regard to Screening Reports, You are considered a user of consumer reports and/or investigative consumer reports under the FCRA and applicable state laws.

BY CHECKING THE BOX INDICATING ACCEPTANCE OF THIS CERTIFICATION AND CLICKING THE BUTTON TO CONTINUE, OR BY OTHER MEANS PROVIDED BY REVEAL BACKGROUND FOR ACCEPTANCE, YOU (A) ACCEPT THIS END USER CERTIFICATION AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS EFFECTIVE OF THE DATE OF ACCEPTANCE (“EFFECTIVE DATE”); AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF YOU ARE ENTERING INTO THIS CERTIFICATION FOR A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS CERTIFICATION ON BEHALF OF SUCH LEGAL ENTITY AND BIND SUCH LEGAL ENTITY TO THIS CERTIFICATION AND ANY REFERENCES TO ‘YOU’ OR ‘YOUR’ IN THIS END USER CERTIFICATION REFER TO SUCH ENTITY AND ALL OF ITS EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS END USER CERTIFICATION, YOU MUST NOT ACCEPT OR SIGN THIS CERTIFICATION AND MAY NOT USE THE PLATFORM OR SERVICES.

1. FCRA Certification. To the extent that End User is located in the United States and/or End User’s procurement and/or use of Screening Reports is subject to the FCRA, End User certifies the following:
  1. Permissible Purpose. End User hereby certifies that all of its orders for Screening Reports from Reveal Background shall be made, and the resulting reports shall be used for employment purposes, as defined in the FCRA, including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior permission.
  2. Compliance with Laws. End User shall comply with all federal (including, without limitation, the FCRA), state, local, and international laws and regulations applicable to End User in connection with its procurement and use of Screening Reports furnished by Reveal Background.

3. Receipt of Required Notices. End User acknowledges that it has received and reviewed a copy of the notices titled (i) Notice to Users of Consumer Reports: Obligations of Users Under the Fair Credit Reporting Act (“Notice to Users”), which explains End User’s obligations under the FCRA as a user of consumer information and a copy of which is attached hereto as Exhibit A, and (ii) A Summary of Your Rights Under the Fair Credit Reporting Act, a copy of which is attached hereto as Exhibit B. End User certifies that it will comply with all applicable provisions of Notice to Users.

4. Disclosure and Authorization. End User agrees and certifies that prior to procurement or causing the procurement of a consumer report for employment purposes: (a) A clear and conspicuous disclosure has been made in writing to the consumer, in a document that consists of only the disclosure, explaining that a consumer report may be obtained for employment purposes and such disclosure satisfied all of the requirements of the FCRA as well as any applicable state or local laws; and (b) The consumer has authorized in writing the procurement of the report by End User.

5. Investigative Consumer Reports. In addition to the disclosure and authorization requirements in Section 1.4 above, End User agrees and certifies that prior to procurement or causing the procurement of an investigative consumer report for employment purposes: (a) It has been clearly and accurately disclosed to the consumer that an investigative consumer report including information as to the consumer’s character, general reputation, personal characteristics and/or mode of living may be made; and (b) Such disclosure (i) is made in a writing mailed, or otherwise delivered, to the consumer, not later than three days after the date on which the report was first requested, (ii) contains a statement informing the consumer of his/her right to request a complete and accurate disclosure of the nature and scope of the requested investigation and his/her right to request a copy of the rights of the consumer under the FCRA titled A Summary of Your Rights Under the Fair Credit Reporting Act, and (iii) satisfied all of the requirements of the FCRA as well as any applicable state or local laws. If the consumer makes a request within a reasonable time after his/her receipt of the required disclosure, End User certifies that it shall make a complete and accurate disclosure of the investigation requested. Such disclosure shall be made in a writing mailed, or otherwise delivered, to the consumer not later than five (5) days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.

6. Adverse Action. Pursuant to the FCRA and, where applicable, state and local laws and regulations, before taking any adverse action based in whole or in part on a Screening Report, End User must adhere to certain obligations. At a minimum, in using a Screening Report for employment purposes, before taking any adverse action based in whole or in part on the Screening Report, End User shall provide to the consumer to whom the Screening Report relates: (a) A pre-adverse action notice/letter stating that End User is considering taking adverse action; (b) A copy of the full and complete Screening Report;

(c) A copy of the notice titled A Summary of Your Rights Under the Fair Credit Reporting Act and any applicable state summary of rights; (d) A reasonable opportunity of time to correct any erroneous information contained in the Screening Report; and (e) Contact information for Reveal Background. If End User thereafter takes adverse action, End User shall also provide a final adverse action notice to the consumer to whom the Screening Report relates. Such notice shall comply with all applicable laws, and shall include the name, address, and phone number of Reveal Background; a statement that Reveal Background did not make the decision to take the unfavorable action and cannot give specific reasons for it; and a notice of the person's right to dispute the accuracy or completeness of any information Reveal Background furnished, and to get an additional free report from Reveal Background if the person asks for it within 60 days.

7. Equal Employment Opportunity. End User further certifies that information from any Screening Report will not be used in violation of any applicable federal, state or local equal opportunity law or regulation.

8. Disabilities Act. End User further certifies that information from any Screening Report will not be used in violation of any applicable federal, state or local disability law or regulation.

9. Continuing Certification. End User certifies that each and every time it requests a Screening Report regardless of ordering mechanism, it is at the time that the order is place reaffirming its certifications herein, including without limitation, Section 1.4 above.

10. Required Certification Updates. If Reveal Background determines, in Reveal Background's sole discretion, that regulatory or industry changes require updates to the Employer Certification in this Section 1, Reveal Background retains the right to request and require additional documentation and certifications from End User. End User understands that any failure to cooperate with reasonable requests for such documentation and certifications may constitute grounds for immediate suspension of the Services and termination of the Agreement.

## 2. State Certifications.

1. California Certification. End User hereby certifies that, under the Investigative Consumer Reporting Agencies Act, California Civil Code Sections 1786 et seq. ("ICRAA"), the Consumer Credit Reporting Agencies Act, California Civil Code Sections 1785.1 et seq. ("CCRAA"), and California Labor Code §432.7, to the extent End User is located in the State of California, and/or End User's request for and/or use of Screening Reports pertains to a California resident or worker, End User will do the following:

1.1. Request and use Screening Reports solely for permissible purpose(s) identified under California law, including California Civil Code Sections 1785.11 and 1786.12.

1.2. When, at any time, a Screening Report is 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: (i) that an investigative Screening Report may be obtained; (ii) the permissible purpose of the investigative Screening Report; (iii) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (iv) the name, address, and telephone number of Reveal Background; and (v) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.

1.3. When, at any time, a Screening Report is sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request a Screening Report if the applicable consumer has authorized in writing the procurement of the Screening Report.

1.4. 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 Screening Report that is prepared.

1.5. If consumer wishes to receive a copy of the Screening Report, send (or contract with another entity to send) a copy of the Screening Report to the consumer within three business days of the date that the Screening Report is provided to End User. The copy of the Screening Report shall contain the name, address, and telephone number of the person who issued the report and how to contact him/her.

1.6. 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 Screening Report, informing the consumer in writing of Reveal Background's name, address, and telephone number, and provide the consumer with a written notice of his/her rights under the ICRAA and the CCRAA.

1.7. Comply with all other requirements under applicable California law, including, but not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any Screening Reports, including, but not limited to, the ICRAA, the CCRAA and California labor law.

2. Vermont Certification. In addition to the Notice to Users, if End User is a user of Vermont Screening Reports, End User certifies that it will comply with the applicable provisions of Vermont law, including, without limitation, Section 2480e of the Vermont Fair Credit Reporting Statute. End User further certifies that it has received a copy of Section 2480e of the Vermont Fair Credit Reporting Statute, attached hereto as Exhibit C.
3. General Use Requirements. End User further certifies that:
  1. It will use each Screening Report only for a one-time use and will request Screening Reports only for End User's exclusive use, except to the extent that disclosure to others is required by law.
  2. It shall provide access to Screening Reports provided by Reveal Background only to employees, agents and representatives of End User who fully review and understand End User's obligations under the FCRA and the Agreement and who agree to comply with those obligations.
  3. It shall ensure that its users do not request and/or obtain Screening Reports on themselves, coworkers, employees, family members or friends unless it is in connection with a legitimate business transaction and procured in accordance with the terms of this Certification.
  4. It shall hold the Screening Reports in strict confidence. End User shall maintain all Screening Reports in a secure and confidential manner and shall follow all applicable laws relating to storage and dissemination of information. Furthermore, End User shall dispose of any Screening Reports and any other documentation containing personally identifiable information received from Reveal Background in accordance with applicable law, including without limitation, the Fair and Accurate Credit Transactions Act Disposal Rules, 16 CFR Part 682.
  5. End User shall implement and maintain a comprehensive information security program that contains administrative, technical, and physical safeguards that are appropriate to the End User's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to End User by Reveal Background; and that such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the information provided by Reveal Background, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Such safeguards shall include, at a minimum, the requirements contained in Exhibit D to this Certification ("Access Security Requirements").

6. It shall retain copies of all written authorizations and disclosures and any reports it receives from Reveal Background for a period of five (5) years and will make such reports available to Reveal Background upon request.

7. It shall not resell, sublicense, deliver, display, use for marketing purposes or otherwise distribute any Screening Reports provided by Reveal Background to any third party. ANY PERSON WHO WILLFULLY AND KNOWINGLY OBTAINS, RESELLS, TRANSFERS, OR USES INFORMATION IN VIOLATION OF LAW MAY BE SUBJECT TO CRIMINAL CHARGES AND/OR LIABLE TO ANY INJURED PARTY FOR TREBLE DAMAGES, REASONABLE ATTORNEY'S FEES AND COSTS. OTHER CIVIL AND CRIMINAL LAWS MAY ALSO APPLY

8. It understands that THE FCRA 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.

4. Product-Specific Requirements.

1. SSN Trace. If Screening Reports include Social Security Number Trace ("SSN Trace"), End User shall not use Social Security Number trace results in any way, directly or indirectly, for the purpose of making employment decisions. End User also confirms that it will not use Social Security Number trace information in any way that would violate the privacy obligations or any other terms and provisions of the Gramm–Leach–Bliley Act (15 U.S.C § 6801 et seq.) or the Federal Drivers Privacy Protection Act (18.U.S.C. § 2721 et seq.) or any other similar U.S., state or local statute, rule or regulation.

2. U.S. MVRs. If Screening Reports include United States motor vehicle reports ("MVRs"), End User:

2.1. Shall comply with the Drivers Privacy Protection Act 18 U.S.C. § 2721 et seq. ("DPPA") and any applicable state laws.

2.2. Shall be responsible for understanding and for staying current with all specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") from which it will order MVRs. End User certifies that it will file all applicable Specific State Forms required by individual states.

2.3. Certifies that no MVRs shall be ordered without first obtaining the written consent of the data subject to obtain "driving records," evidence of which shall be

transmitted to Reveal Background in the form of the data subject's signed release authorization form. End User also certifies that it will use this information only in the normal course of business (i) to obtain lawful information relating to the holder of a commercial driver's license, or (ii) to verify information provided by a candidate or employee. End User shall protect the privacy of the information of the data subject in an MVR and shall not transmit any data contained in the resulting MVR via any unsecured means.

3. Massachusetts iCORI. To the extent End User is requesting Reveal Background to provide Massachusetts iCORI information: (i) End User notified the consumer in writing of, and received permission via a separate authorization for Reveal Background to obtain and provide CORI information to End User; (ii) End User is in compliance with all federal and state credit reporting statutes; (iii) End User will not misuse any CORI information provided in violation of federal or state equal employment opportunity laws regulations; and (iv) End User will provide Reveal Background with a statement of the annual salary of the position for which the subject is screened.

4. Credit Reports. If Screening Reports include credit reports, End User:

4.1. Certifies that it will promptly notify Reveal Background of any change in its location, structure, ownership or control, including but not limited to the addition of any branch(es) that will be requesting and/or accessing credit reports.

4.2. Acknowledges and understands that credit bureaus may prohibit the following persons, entities and/or businesses from obtaining credit reports: adult entertainment service of any kind; asset location service; attorney or law firm engaged in the practice of law (unless engaged in collection or using the report in connection with a consumer bankruptcy pursuant to the written authorization of the consumer); bail bondsman (unless licensed by the state in which they are operating); child location service – company that locates missing children; credit counseling (except not-for-profit credit counselors); credit repair clinic; dating service; financial counseling (except a registered securities broker dealer or a certified financial planner); with respect to U.S. credit reports, foreign company or agency of a foreign government; genealogical or heir research firm; law enforcement agency; massage service; news agency or journalist; pawn shop; private detective, detective agency or investigative company; repossession company; subscriptions (magazines, book clubs, record clubs, etc.); tattoo service; time shares - company seeking information in connection with time shares (exception: financiers of time shares); weapons dealer, seller or distributor.

5. Right to Audit. End User agrees to cooperate with any reasonable audit request by Reveal Background and/or a third-party data supplier of Reveal Background to assure compliance with the terms of this Certification; provided that (i) Reveal Background shall give End User reasonable prior notice of any such audit; (ii) any such audit shall be

subject to End User's security policies and third-party confidentiality obligations, and (iii) Reveal Background shall conduct or cause to be conducted such audit in a manner designed to minimize disruption of End User's normal business operations. End User understands that any failure to cooperate with reasonable requests regarding an audit constitutes grounds for immediate suspension of the Services and termination of the Agreement.

6. Hold Harmless. End User agrees to indemnify and hold harmless Reveal Background, its suppliers, and their successors and assigns, and their current and former officers, members, managers, employees, and agents, both individually and in their official capacities from any liability and attorneys' fees incurred due to End User's violation of any of the terms of this Certification or failure to comply with applicable law.

[Insert EXHIBIT A-1, EXHIBIT A-2, EXHIBIT A-3]



EXHIBIT D  
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 implement and maintain the following measures:

1. All credentials such as user names/identifiers (user IDs) and user passwords must be kept confidential and must not be disclosed to an unauthorized party. End User agrees it will not discuss its Reveal Background credentials by telephone with any unknown caller, even if the caller claims to be an employee of End User or Reveal Background.
2. IT resources owned by the End User but used to access Reveal Background systems (“system access software”), whether developed by it or purchased from a third party vendor, will have End User’s Reveal Background account username and password information “hidden” or embedded and be known only by authorized personnel. End User will assign each user of any system access software a unique logon password to access the End User’s systems or networks. 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. Create a unique user ID for each user to enable individual authentication and accountability for access to Reveal Background’s infrastructure. Each use of the system access software must also have a unique logon password.
4. User IDs and passwords shall only be assigned to authorized individuals based on least privilege necessary to perform job responsibilities.
5. User IDs and passwords must not be shared, posted, or otherwise divulged in any manner.
6. Develop strong passwords that (i) contain a minimum of eight (8) alphanumeric characters for standard user accounts, and (ii) for interactive sessions (i.e. non system-to-system) ensure that passwords are changed periodically (every 90 days is recommended).
7. Passwords (e.g. subscriber code passwords, user password) must be changed immediately when (i) any system access software is replaced by another system access

software or is no longer used, and/or (ii) any suspicion of password being disclosed to an unauthorized party

8. Protect all passwords using, for example, encryption or a cryptographic hashing algorithm also known as “one-way” encryption. When using encryption, ensure that strong encryption algorithm are utilized (e.g. AES 256 or above).

9. Implement password protected screensavers with a maximum thirty (30) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.

10. Terminate access rights immediately for users who access consumer information when those users are terminated or when they have a change in their job tasks and no longer require access to that consumer information.

#### Consent and Notice Regarding Electronic Signature

By providing your signature below, you agree to electronically sign the following Reveal Background Service Agreement, including the exhibits thereto, and accept the terms and conditions contained therein. You agree your electronic signature is the legal equivalent of your manual signature.

I agree to the Reveal Background Service Agreement, including the exhibits thereto, and Consent and Notice Regarding Electronic Signature.

[Insert Electronic Signature Block]