



CLIENT SERVICES AGREEMENT

WHEREAS, Client plans to order from Background Information Services, Inc. (hereinafter referred to as "BIS" or the "Company") Consumer Reports and Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act ("FCRA") (collectively "Background Reports");

WHEREAS, BIS desires to sell Background Reports to Client;

WHEREAS, BIS and Client desire to further define the terms by which Background Reports will be provided by BIS to Client;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, BIS and Client hereby agree as follows:

- 1. Client's Certification That It Has A Permissible Purpose For Receiving Reports. Client hereby certifies that all of its orders for Background Reports from BIS shall be made, and the resulting reports shall be used, for "Employment or Volunteer Purposes," but only upon the express written consent of any person that will be screened under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. See 15 U.S.C § 1681b(a)(3)(B).

Client shall not request, obtain, or use Background Reports for any purpose not identified above. Among other things, Client shall not request Background Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the Background Reports provided by BIS. PLEASE NOTE: 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.

- 2. Additional Certifications For Employment- or Volunteer-Related Background Checks. Client understands that various legal requirements apply when it orders background checks for employment or volunteer purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance.

A. Disclosure. Client certifies that, in compliance with the FCRA, prior to ordering a Background Report, Client shall make a clear and conspicuous "disclosure" in writing to the individual about whom the Background Report will be run ("the Consumer"). The "disclosure" shall explain that a Consumer Report and/or Investigative Consumer Report may be procured for employment or volunteer purposes. The "disclosure" shall describe the nature of the Background Reports to be ordered, and meet all other requirements specified by applicable law. Among other things, the "disclosure" shall "stand alone" and not be combined with or stapled to any employment application or other document. The "disclosure" shall also not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.

B. State Law Notifications. Client certifies that before ordering a Background Report from BIS, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client also understands that certain states, such as California, Oklahoma, and Minnesota, require that applicants/employees be afforded a check box to allow them to indicate that they would like a copy of any report received by Client. Client agrees that it will work with experienced legal counsel to ensure that all applicable requirements are accounted for.



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- C. **Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Background Report, the Consumer shall authorize in writing the procurement of all Background Reports to be ordered by Client.

- D. **EEO Law and Regulation Compliance.** Client certifies that it shall not use information contained in a Background Report provided by BIS in violation of any applicable federal or state equal employment opportunity law or regulation.

- E. **Adverse Action Procedures.** Client certifies that, if it is contemplating taking adverse action based in part or whole on a Background Report from BIS, it shall follow all legally-required "adverse action" procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another adverse action based in whole or part on a report provided by BIS, Client will provide to the consumer: (1) a copy of the report, (2) a description, in writing, of the rights of the consumer entitled "A Summary of Your Rights Under the Fair Credit Reporting Act," and (3) a written notice containing any and all required notifications under federal, state or local law. Client will then wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report. After the appropriate waiting period and, assuming no dispute, Client will issue to the Consumer notice of the adverse action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, BIS, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the report is raised by the Consumer during the waiting period, Client will afford BIS the legally-allowed time to resolve the dispute before deciding whether to take adverse action.

- F. **Certifications Associated With Each Order.** By having BIS prepare a Background Report for Client, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by End-User (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment or volunteer purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be provided by BIS will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, End-User will comply with the adverse action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent adverse action requirements. In addition, if the Consumer lives in California or is applying to work in California or works in California, by having BIS prepare a Consumer Report or Investigative Consumer Report, Client is also certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any report received by Client from BIS, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Section Cal. Civ. 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

- G. **General Legal Compliance.** Client certifies it is aware that local, state, and federal laws and regulations impact how and under what circumstances Client may use Background Reports. Client certifies that it will comply with all applicable federal, state, and local laws



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covering the acquisition and/or use of consumer reports and/or investigative consumer reports, including, but not limited to, the FCRA and Title VII.

3. Additional Commitments For Specific Types Of Background Reports.

A. Investigative Consumer Reports. If Client orders “Investigative Consumer Reports” from BIS, Client certifies that it shall comply with additional requirements pertaining to Investigative Consumer Reports, as outlined in 15 U.S.C. § 1681d. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with a summary of the Consumer’s rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information, pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. By having BIS prepare an Investigative Consumer Report, Client certifies that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by an applicant or employee for additional information about the Investigative Consumer Report being ordered, Client shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure must be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Client first requested the report, whichever is the later.

B. Credit Reports. If Client chooses to order credit reports from BIS, it certifies the following:

1. If Client is an employer, Client understands that at least ten (10) states and certain municipalities impose requirements and/or restrictions on employers intending to use credit reports for employment purposes. For example, Nevada and Illinois only permit employers to consider credit reports if the Consumer is working or will be working in a certain capacity. Likewise, states such as California and Colorado require that Consumers receive certain additional notifications before a credit check for employment purposes is conducted. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its use of credit reports identified by BIS.
2. Client acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Client therefore agrees to the following:
 - a. Client shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security numbers;
 - b. Client shall permit a physical site inspection of its premises. The cost for the site inspection is approximately \$75.00 and will be billed to Client. BIS will arrange for an inspector to come to your location. For residential offices, inspection and fee will be annual.
 - c. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer



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information; 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 the Client.

- d. To the extent Client is eligible to receive credit scores (“Scores”), Client shall only do so for its own exclusive use. Client may store Scores solely for Client’s own use in furtherance of Client’s original purpose for obtaining the Scores. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence by Client and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Client who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law. Moreover, unless otherwise explicitly authorized in an agreement between BIS and Client for scores obtained from a credit bureau, or as explicitly otherwise authorized in advance and in writing by a credit bureau through BIS, Client shall not disclose to consumers or any third party, any or all such scores provided under this Agreement, unless required by law.
- e. Client shall release and indemnify the credit reporting agency from all liability arising from the Client’s unauthorized access, improper use, or reliance on consumer credit information provided by the Company pursuant to this agreement.
- f. Client shall comply with any other requirement imposed by a credit reporting agency, so long as BIS makes Client aware of such a requirement.

C. Criminal Reports. BIS recommends that Client screen consumers at the county level, as well as using federal and multi-state/nationwide databases. Client understands that BIS cannot be held responsible for any records that exist that do not fall within the scope of the search(es) ordered by Client. Client further understands that the multi-state/nationwide database report will only be offered in conjunction with a county or state-level verification of any possible “hit” and that Client will be separately charged for the associated fees. Finally, Client is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that the EEOC counsels that employers should engage in a multi-step process when evaluating applicants’/employees’ criminal history information designed to avoid any disparate impact problems under Title VII. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.

D. Motor Vehicle Record Reports. Client hereby certifies that it will only order motor vehicle records and/or driving records (collectively “MVRs”) in strict compliance with the Driver Privacy Protection Act (“DPPA” at 18 U.S.C. § 2721 *et seq.*) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain “driving records.” Client also certifies that it



will use MVRs 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. Client shall not retain or store any BIS-provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Client may keep a copy of a Consumer's MVR in the Consumer's personnel file. Client shall not transmit any data contained in the reported MVR via the public internet, electronic mail or any other unsecured means. Client understands that when MVRs are sought in certain states, Client will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by BIS. Client agrees to complete such state-specific written consent materials as required by law or requested by BIS. Client further agrees to maintain such materials for no less than five (5) years.

E. Drug Test Results. Client certifies that it understands that various states impose requirements and/or restrictions on employers intending to use drug testing. For example, Minnesota only allows employers to conduct drug testing in certain situations and further requires that certain notices be provided. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its use of drug test results received from BIS.

4. Further Obligations Regarding The Use and Security of Background Reports.

A. Decision-making. Client understands and agrees that BIS does not make the decision to deny employment, deny tenancy, or take any other adverse action based on any reported findings in the background investigation process. This responsibility falls solely with the Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Background Report provided by BIS.

B. Client's Information Security Obligations. Client understands that Background Reports contain sensitive, personal information. Accordingly, Client agrees to do the following in order to preserve the security of the services being provided pursuant to this Agreement:

1. **Prevent Misuse Of Services Or Information.** Client shall only request Background Reports for one-time use. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of BIS's Background Reports. Client agrees that BIS may temporarily suspend Client's access pending an investigation of Client's use or access. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, BIS may immediately terminate this Agreement without notice or liability of any kind.
2. **Properly Maintain The Client Account.** Client is responsible for the administration and control of Account IDs by its employees and third parties and shall identify a security administrator to coordinate with BIS. Client shall manage all Account IDs and notify BIS promptly if any Account ID becomes inactive or invalid. Client shall follow the policies and procedures of BIS with respect to account maintenance as communicated to Client from time to time.
3. **Limit Access Within Organization.** Client shall disclose Background Reports internally only to Client's designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and authorized employees shall not attempt to obtain any consumer reports or investigative consumer reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.



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4. Limit Distribution Outside of Organization. Client shall hold any Background Report obtained from BIS in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.
5. Properly Handle Any Potential Or Actual Security Breaches. In the event that Client learns or has reason to believe that BIS data has been disclosed or accessed by an unauthorized party, Client will immediately give notice of such event to BIS. Furthermore, in the event that Client has access to or acquires individually-identifiable information (e.g., social security numbers, driver's license numbers or dates of birth) in relation to the Agreement, the following shall apply: Client acknowledges that upon unauthorized acquisition of such individually-identifiable information (a "Security Event"), Client shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also, Client shall be responsible for any other legal obligations which may arise under applicable law in connection with such Security Event.
6. Destroy data in a secure manner to make it inaccessible, unreadable, and/or unrecoverable. Client is responsible for burning, pulverizing or shredding hard copies of consumer information, client is responsible for destroying or erasing electronic files of consumer information; and/or hire a document destruction company, after conducting due diligence.

5. **BIS's Obligations.** BIS agrees to comply with all laws applicable to the making of Background Reports. Among other things, BIS will: (a) follow reasonable procedures to assure maximum possible accuracy of the information reported, (b) disclose to Consumer, upon request, the information in the Consumer's file, and (c) reinvestigate any information disputed by the Consumer at no charge to the Client and take any necessary action to rectify a report that has been determined to have incorrect or unverifiable information.

6. **Warranties, Remedies, and Indemnification.**

- A. BIS 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. Client understands that these information sources and resources are not maintained by BIS. Therefore, BIS cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, BIS has in place reasonable procedures to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.
- B. Client understands that BIS obtains the information in its consumer reports and investigative consumer reports from various third-party sources "AS IS" and, therefore, is providing the information to Client "AS IS". **BIS 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 AND/OR CONSUMER REPORTS, THAT THE REPORTS WILL MEET CLIENT'S NEEDS OR WILL BE PROVIDED ON AN UNINTERRUPTED BASIS; BIS EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**



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- C. Client shall indemnify, defend, and hold harmless BIS, its affiliates, vendors, and subsidiaries and their respective officers, directors, and employees from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity ("Claims") related to: (i) any breach by Client of this Agreement or addenda to this Agreement, (ii) Client's violation of applicable laws or ordinances, or (iii) Client's negligence, misconduct, recklessness, errors or omissions.

- D. **BIS SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF BIS WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, BIS SHALL NOT BE LIABLE TO CLIENT FOR AN AMOUNT THAT EXCEEDS TWO TIMES (2X) THE TOTAL FEES PAID TO BIS DURING THE YEAR IN WHICH SUCH LIABILITY AROSE.**

7. **Fees and Invoices.** Client shall be responsible for paying all costs and fees for services ordered specified on Exhibit A. Client shall be responsible for all charges incurred, including applicable fees, as well as charges resulting from Client's errors in inputting data, duplicate requests, and errors in transmission. Client will be billed monthly for services rendered on its behalf. Automatic credit card payments will be processed on the 20th day of each month or on following business day if the 20th day falls on a weekend. **Invoices are due and payable upon receipt** and considered past due after thirty (30) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 2.0% per month from the date of the invoice until the obligation is paid in full, as allowed by law. Failure to pay any invoice within thirty (30) days of the date of the invoice, a \$15.00 late charge also shall be assessed, as allowed by law. In addition, a \$15.00 charge shall be assessed for any returned check, as allowed by law. Client shall review all invoices furnished and shall notify BIS of any discrepancies within thirty (30) days of receipt of the invoice. Absent an appropriate notice within thirty (30) days, the invoice will be deemed approved and accepted by Client.

If it becomes necessary for BIS to pursue any collection of any amount due from Client under this Agreement, in addition to the principal amount due, interest, and late charges, BIS shall be entitled to recover its costs of collection including, without limitation, a reasonable attorney's fee, as allowed by law.

8. **No Legal Advice.** Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel regarding the acquisition and use of consumer reports and investigative consumer report information. Client understands and acknowledges that BIS is not a law firm and does not provide legal advice in connection with BIS's furnishing of reports to Client or Client's use of such reports. Client understands that any communications by BIS's employees or representatives regarding searches, verifications or the content of reports are not to be considered or construed in any way, directly or indirectly, as legal advice. Client shall always consult with counsel before deciding whether to act upon information reported by BIS. Client understands that sample forms or documents made available by BIS to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws.

9. **Miscellaneous.**

- A. **Term.** This Agreement shall be effective as of the date it is executed on behalf of Client by an authorized representative of Client and may be terminated by either Party for any reason whatsoever upon 30 days' prior written notice to the other Party. Notwithstanding the above, BIS may terminate this Agreement immediately upon written notice if Client is



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the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, BIS may terminate the Agreement immediately if it determines that Client has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.

- B. Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- C. Independent Contractor. Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.
- D. Address Change. Client shall notify BIS if Client changes its name or address.
- E. Information for "Vetting Purposes". Client shall be expected to provide certain information to BIS regarding the nature of its business so that BIS may appropriately "vet" Client before providing Background Reports. Among other things, Client shall provide a photocopy of Client's business license, Federal Tax ID/Employer Identification Number and/or articles of incorporation. For Clients that have been in business LESS than one (1) year, Client must also send a photo copy of two of the following items: A copy of a utility or telephone bill in the business name for services at the principal place of business, a copy of the lease or proof of property ownership, a copy of a bank statement addressed to the Client, or a copy of the commercial insurance under the business name.
- F. Receipt of Federal Notices. Client acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports."
- G. Retention of Documents. Client shall retain all disclosures to Consumers, written authorizations from Consumers, Background Reports, and adverse action letters for a period of at least five (5) years.
- H. Audits. BIS shall have the right to conduct periodic audits of Client's compliance with this Agreement and applicable law. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Client either directly or through BIS. The scope and frequency of any audit shall be at the reasonable discretion of BIS and will be subject to requirements imposed by third-party vendors. BIS will provide reasonable notice prior to conducting any audit provided that BIS has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by BIS, including, but not limited to, immediate termination of this Agreement.
- I. Forum Selection and Choice of Law. Colorado law and federal law will govern this Agreement. The parties agree that any legal disputes will be handled in the appropriate state court in Boulder County, Colorado or the appropriate federal court for Boulder County, Colorado. Both parties agree that personal jurisdiction exists in Colorado.
- J. Validity of Agreement. The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.

- I. Force Majeure. The obligation of BIS to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.

- J. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, neither party shall assign or otherwise transfer this Agreement or any interest herein without the prior written consent of the other party, which consent shall not be unreasonably withheld.

- K. No Third-Party Beneficiaries. Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

- L. No Waiver. The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty. The failure of either party to comply with any of its obligations, agreements, or conditions within this Agreement may be waived by any other party to whom such compliance is owed by written, executed document. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

- M. Exhibits and Schedules Incorporated. All Exhibits and Schedules attached hereto are incorporated herein by reference, and all blanks in such Exhibits and Schedules, if any, will be filled in as required in order to consummate the transactions contemplated herein and in accordance with this Agreement.

- N. Survival: The following provisions shall survive termination of this Agreement: 2E, 2F, 3C,3D, 4B(e), 4C, 4D,4E,, 5A, 5B, 7B, 7C, 7D, 8, 9, 10G, 10I, 10K, 10L.

- O. Entire Agreement. This Agreement and any attachments hereto constitute the entire agreement between the parties and supersede all prior understanding, written or oral, between the parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly-authorized representatives of each party to this Agreement.



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In signing this Agreement on behalf of Client, the individual below hereby certifies that he/she has direct knowledge of the facts addressed above and that **he/she is authorized to execute this Agreement on behalf of Client.**

FOR CLIENT

Phone Number: _____ Fax Number: _____ Email Address: _____

Company Name: _____

DBAs: _____

Address: _____

City: _____ State: _____ Zip: _____ Federal Tax I.D. #: _____

Nature of Business/Industry: _____ Website: _____

Business Classification: Corporation LLC Sole Proprietorship/Partnership Non Profit

If Sole Proprietorship/Partnership:

Owner Name: _____ SSN: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Business Established <1 Year? No Yes

Home-Based Business? No Yes

Name of Person Signing: (Print) _____ Title: _____

Signature: _____ Date: ___/___/___

GUARANTOR

This section must be completed, or a credit card on file can be provided in lieu of guarantor.

Name of Person Signing: (Print) _____ Title: _____

Signature: _____ Social Security Number/FEIN: _____ Date: ___/___/___

FOR BIS

Name of Person Signing (Print): _____ Title: _____

Signature: _____ Date: ___/___/___



PREFERENCES

AUTHORIZED AGENTS

Personnel authorized to use account and update account information.

Name _____ Telephone _____ Email _____

Order Receive Results Access Invoice

Name _____ Telephone _____ Email _____

Order Receive Results Access Invoice

Name _____ Telephone _____ Email _____

Order Receive Results Access Invoice

Name _____ Telephone _____ Email _____

Order Receive Results Access Invoice

SPECIAL HANDLING INSTRUCTIONS

BILLING CONTACT

Name _____ Telephone _____ Email _____

BILLING INSTRUCTIONS