



### New Client Checklist

Thank you for choosing Employers Choice Screening as your Background Screening provider. As an accredited background screening company and CRA, the services that we offer are highly regulated by local and federal government agencies. Because of this, all new clients are required to undergo a credentialing process during which we ask you to provide the following:

- A signed and executed End-User Client Service Agreement
- A copy of an active Business License or Articles of Incorporation to verify the status of your company.
- General Business Information (Number of Employees, Tax ID/EIN, Industry Type, Address/Contact Info, Permissible Purpose and billing information)

Please submit a signed and completed copy of the attached **End-User Client Service Agreement** and a **valid copy of your company's business license/tax ID number** to [sales@employerschoicesscreening.com](mailto:sales@employerschoicesscreening.com) for processing. A member of our sales team will follow up within 48 hours regarding the status of your new account. We value your business and look forward to growing our business relationship with your company.

### **Customer Support**

E: [sales@employerschoicesscreening.com](mailto:sales@employerschoicesscreening.com)

P: (888) 553-0256



## Employment Background Screening Services

13210 Florence Avenue, Santa Fe Springs, California 90670

Office (800) 424-7011 ♦ Fax (800) 491-9323

EmployersChoiceScreening.com

E-mail: [Corporate@EmployersChoiceScreening.com](mailto:Corporate@EmployersChoiceScreening.com)

### EMPLOYERS CHOICE SCREENING AND END-USER CLIENT AGREEMENT

This AGREEMENT is made this \_\_\_\_\_ by and between Employers Choice Online, Inc. dba: Employers Choice Screening (ECS), a California Corporation ("ECS"), and \_\_\_\_\_ ("CLIENT").

#### RECITALS

- A. ECS is a "consumer reporting agency" ("CRA") as that term is defined in the Fair Credit Reporting Act ("FCRA").
- B. Client desires to retain ECS to provide employment background screening and drug testing services as described in more detail in Section 2 of this Agreement (the "Services");  
THEREFORE, Client retains ECS to provide the Services, and ECS agrees to render the Services for Client, subject to the terms and conditions of this Agreement.

#### AGREEMENT

##### 1.0 AUTHORIZATION

1.1 Client authorizes ECS to act on behalf of, and in the name of, Client when providing the Services.

1.2 When providing the Services, ECS will always be an independent contractor and will not act as an employer/employee, client/agency, partner, joint venture, or in any other capacity. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, Client, agent, joint venture or partner with, or representative of the other party.

##### 2.0 SERVICES/CLIENT'S ACCESS AND INFORMATION SECURITY OBLIGATIONS

2.1 PROVISION OF EMPLOYMENT BACKGROUND SCREENING REPORTS: As a CRA, ECS provides employment screening services, consumer reports, and investigative consumer reports ("Employment Background Screening Reports") for employment purposes, as defined in the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq. Employment Background Screening Reports may include but are not

limited to employment history, credit history, criminal history, civil record history, drivers' history, educational history, and in the case of investigative consumer reports, as that term is defined in the FCRA, the results of personal interviews, such as reference checks. Employment Background Screening Reports may be collected and processed by ECS from various sources of information. ECS will include only information that ECS is permitted by law to report in Employment Background Screening Reports. Subject to the terms and conditions of this Agreement, ECS agrees to provide Client, upon Client's written request, Employment Background Screening Reports only for "employment purposes" as defined by the FCRA and for no other purpose. \_\_\_\_\_ (Initial).

2.2 CONDITIONS PRECEDENT: The client shall provide all identifying information regarding owners and officers (*Attachment C*) and submit the information to ECS for approval. Following the Client's acceptance of this Agreement by signing and emailing an executed copy to ECS, should ECS determine that the Client has met ECS's criteria, ECS will issue the Client a unique Client identifier ("Client Account Number"). Issuance of a Client Account Number is a condition precedent to ECS's obligation to provide Services or furnish any Employment Background Screening Reports to the Client. This Client Account Number must be referenced on each request (whether paper-based, electronic, or otherwise) to procure an Employment Background Screening Report. If the Client uses ECS's interactive online platform, ECS will issue a unique username and password to each individual identified in writing by the Client as authorized to use the ECS platform. The unique user's name and password will be associated with the Client's Client Account Number. ECS may terminate this Agreement, without any liability whatsoever, if ECS determines, in its sole discretion, that the Client does not meet ECS's criteria. \_\_\_\_\_ (Initial).

2.3 ACCESS SECURITY OBLIGATIONS: To protect against unauthorized access to and unauthorized use of the Services, the Client agrees to the following:

2.3.1 Client will safeguard Client's user name, password, and Client Account Number and prevent unauthorized use of that information.

2.3.2 Before accessing the ECS interactive online platform, the Client Account Number associated with Client shall be linked by ECS to the user's name and password of each authorized user identified by Client to ECS to ensure that all requests made by Client identify the specific authorized user making the request.

2.3.3 Client shall be responsible for maintaining its list of authorized users and shall authorize only those employees who need to access Employment Background Screening Reports to perform their job responsibilities for the Client. The client shall notify ECS in writing within 24 hours after an authorized user is no longer allowed to make requests on behalf of the Client or within 24 hours of the termination of the employment relationship between the Client and the authorized user, whichever occurs first.

2.3.4 Client will implement reasonable and appropriate safeguards to prevent unauthorized access to, and disclosure of, Employment Background Screening Reports, whether stored in paper or electronically, and will ensure that Employment Background Screening Reports and any documents with information derived from those reports are securely destroyed before they are discarded. \_\_\_\_\_ (Initial).

2.3.5 Client shall be responsible for each report ordered by its users on the background screening platform. The client acknowledges and understands its obligation to ensure applicant/employee data is entered correctly before the information is ordered. The client will be responsible for charges resulting from the client's errors in inputting data, entering duplicate reports, or any request to cancel a report once processing has commenced.

2.4 INFORMATION SECURITY: The client acknowledges and understands its obligation to maintain the confidentiality and integrity of any information, as well as the Client Account Number, all user names, and passwords, requested or received from or through ECS. The client further acknowledges and understands that misrepresentation, unauthorized use of Employment Background Screening Reports, or access to such reports by unauthorized personnel, whether intentionally or due to carelessness, may subject the Client to criminal and civil liability under the FCRA and other applicable federal and state laws. \_\_\_\_ (Initial).

2.5 INSURANCE REQUIREMENTS: Each Client and ECS shall maintain Professional Liability, Errors and Omissions, and Cyber Liability insurance policies with coverage not less than \$1,000,000 per occurrence for the duration of the agreement. Upon request, each party will provide the other party with proof of such coverage in the form of an insurance declaration page. \_\_\_\_\_ (Initial).

### **3.0 CLIENT'S FCRA COMPLIANCE OBLIGATIONS AND CERTIFICATIONS:**

3.1 Client will disclose all pertinent company information (*Attachment C*). The client acknowledges receipt of (a) "Notice to Users of Consumer Reports: Obligations of Users under the FCRA" and (b) "A Summary of Your Rights under the Fair Credit Reporting Act" (*Attachment D*).

3.1.1 Client acknowledges (a) that it has specific legal obligations in connection with its requests for and use of Employment Screening Background Reports and (b) that Client has consulted or will consult with its legal counsel regarding its specific legal responsibilities and concerning the federal compliance form contained in *Attachment D* and the state compliance forms contained in *Attachment E*.

3.1.1.1 Client will engage ECS to obtain Employment Background Screening Reports only for employment purposes defined by the FCRA (15 U.S.C. §1681a(g)) and for no other purpose. The client certifies that it will only request and use Employment Screening Background Reports in compliance with all applicable federal, state, and local laws, including the FCRA and similar state consumer reporting

laws. A copy of the entire text of the FCRA has been made available through the Federal Trade Commission website, <http://www.ftc.gov/os/statutes/fcra.htm> . More specifically, the Client acknowledges and agrees to the following certifications:

### **Client FCRA Certifications**

3.1.1.2 Client certifies that before ordering an Employment Screening Background Report, it has provided the applicant/employee the disclosure required by the FCRA (15 U.S.C. §1681b(b)(2) and §1681d) and any applicable state law to the applicant/employee stating that a consumer report may be requested for employment purposes.

3.1.1.3 Client certifies that before ordering an Employment Screening Background Report, it has obtained written authorization from the applicant/employee as required by the FCRA (15 U.S.C. §1681b(b)(2)) and any applicable state law.

3.1.1.4 Client certifies that before taking any adverse action based, in whole or part, on any information contained in an Employment Screening Background Report. The client will provide the applicant/employee a pre-adverse action notice as required by the FCRA (15 U.S.C. §1681b(b)(3)) and any applicable state law, which will include a copy of the Employment Screening Background Report and “A Summary of Your Rights under the Fair Credit Reporting Act” (Attachment D).” After waiting the statutorily required period, the Client will provide the applicant/employee a final adverse action notice as required by the FCRA (15 U.S.C. §1681m) and any applicable state law.

3.1.1.5 Client certifies that it will only use the Employment Screening Background Reports for employment purposes defined by the FCRA (15 U.S.C. §1681a(g)) and for no other purpose.

3.1.1.6 Client certifies that it will not use any information in the Employment Screening Background Report in violation of any federal or state equal employment opportunity law or regulation. <http://www.ftc.gov/os/statutes/fcra.htm><http://www.ftc.gov/os/statutes/fcra.htm>

3.1.1.7 Client certifies that every time it orders an Employment Screening Background Report, it reaffirms the certifications described above and elsewhere in this Agreement.

3.1.1.8 Investigative Consumer Reports. In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, the Client will provide (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) ECS’s contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request

for such disclosure was received from the consumer or such a report was first requested, whichever is the latter.

### **Client California Certifications**

3.2 Client hereby certifies that, under the Investigative Consumer Reporting Agencies Act (“ICRAA”), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act (“CCRAA”), California Civil Code Sections 1785.1 et seq., if the Client is located in the State of California. The Client’s request for and use of information provided under this agreement (“Information Products”) pertains to a California resident or worker; Client will do the following:

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

3.2.2 When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative Information Products may be obtained; (2) the permissible purpose of the investigative Information Products; (3) that information on the consumer’s character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of the Consumer Reporting Agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.

3.2.3 When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request an Information Product if the applicable consumer has authorized in writing the procurement of the Information Product.

3.2.4 When Information Products are sought in connection with hiring a dwelling unit, notify the consumer in writing that an Information Product will be made regarding the consumer’s character, general reputation, and personal characteristics. The notification shall include the name and address of the Client, as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the Information Product was first requested.

3.2.5 When Information Products are sought in connection with the underwriting of insurance, clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer that an Information Product regarding the consumer’s character, general reputation, personal characteristics, and mode of living may be made, or, if no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall

be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the report was first requested. The disclosure shall include the name and address of the Client, the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code Section 1786.22.

3.2.6 Provide the consumer a means by which they may indicate on a written form, using a box to check, that the consumer wishes to receive a copy of any Information Products that are prepared.

3.2.7 If the consumer wishes to receive a copy of the Information Products, the Client shall send (or contract with another entity to send) a copy of the Information Product to the consumer within three business days of the Information Product's date the Client. The copy of the Information Product shall contain the name, address, and telephone number of the person who issued the report and how to contact them.

3.2.8 Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Information Product, informing the consumer in writing of Company's name, address, and telephone number, and provide the consumer of a written notice of their rights under the ICRAA and the CCRAA.

3.2.9 Comply with all other requirements under applicable California law, including, but not limited to, regulations, and rules governing the procurement, use, and disclosure of any Information Products, including, but not limited to, the ICRAA and CCRAA.

3.3 Client also agrees to the following additional requirements:

3.3.1 Use the Employment Background Screening Reports solely as an end-user and not, directly or indirectly, sell, transfer, disclose the contents of, or distribute any Employment Background Screening Report, in whole or in part, to any third party (other than the subject of the report).

3.3.2 Maintain hard copies and electronic documents of all disclosure and authorization forms and pre-adverse/adverse action notices for a time deemed appropriate by the Client. The client shall promptly make available to ECS for review purposes such records and other related documentation reasonably requested.

3.3.3 Permanently and securely destroy (e.g., by shredding hard copies) all Employment Screening Background Reports and any information derived from that place, whether in paper or electronic form, before disposal.

3.3.4 Assume responsibility for the verification of the applicant's identity.

3.3.5 Base all hiring decisions and actions on its policies and procedures and acknowledges that ECS's employees are not allowed to render any opinions regarding the Employment Background Screening Report and will have no involvement in the Client's employment decision-making processes.

3.3.6 Client acknowledges that ECS and its vendor own the intellectual property rights of ECS's suite of products and services, and the Client has no ownership interest in such requests. The client further acknowledges that all content contained in any Employment Screening Background Report is the property of the applicable content owner and may be protected by relevant contract and copyright law.

3.3.7 Sex Offender Registry: The client acknowledges that ECS does not offer searches through nationwide Sexual Offender records databases, as these records may be incomplete/not including all jurisdictions. ECS only offers state-specific Sexual Offender records database searches.

3.3.8 International Privacy and Data Transfer Laws: The client acknowledges that the law of the country where the background check will be conducted governs the availability and legality of individual background screening searches ordered for a particular country. In many countries, information commonly obtained in the employment screening process, such as in the U.S., may not be available for employment purposes or may not be transferred across country borders. The client acknowledges that it is responsible for obtaining all consent from the subject of an Employment Screening Background report legally required for ECS to get the information necessary to prepare the report.

3.3.9 Drug Screening: The client will not request drug screening services from ECS until after the Client has obtained all legally required consents and has complied with all other requirements under applicable federal or state law and regulations regarding drug screening of applicants and employees.

3.3.10 ECS Website. If the Client is permitted to request Employment Background Screening Reports for employment purposes via ECS' website, then, in addition to all other obligations ns, the Client agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all needed consent, authorization and disclosure forms about each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel is not able to use Client's Internet access to obtain reports for improper, illegal or unauthorized purposes. The client accepts the consumer's electronic consent to receive any legal or other notices electronically. The client agrees to allow ECS to audit its records at any time, upon reasonable information. Breaches of this Agreement and violations of applicable law discovered by ECS may result in immediate suspension and termination of the account, legal action, and referral to federal or state regulatory agencies.



#### **4.0 CONSENT TO ELECTRONIC COMMUNICATIONS**

4.1 To maximize efficiency, ECS uses electronic communication (e-mail, document transfer by computer, cellular telephones, and facsimile transfers) to the fullest extent possible. Using such technology may place the Client's confidential information at risk. However, ECS believes the effectiveness of using these communication methods outweighs the risk of accidental disclosure. By signing this Agreement, the Client consents to ECS' use of these communications methods and holds ECS harmless from any liability concerning its use. \_\_\_\_\_ (Initial).

#### **5.0 CLIENT'S COMPLIANCE WITH OTHER LEGAL REQUIREMENTS**

5.1 MOTOR VEHICLE RECORDS INFORMATION OBLIGATIONS: If motor vehicle records ("MVR") are requested to be included in the Employment Screening Background Report concerning any applicant or employee, the Client agrees that it:

5.1.1 Will comply with all requirements contained in Section 3 of this Agreement.

5.1.2 Shall use the MVR only in the ordinary 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.

5.1.3 Is qualified to do business and validly holds all licenses required to operate in all states where it conducts business and has employees.

5.1.4 Will comply with any applicable provisions of the Drivers' Privacy Protection Act ("DPPA"), 18 U.S.C. §2721 et seq.

5.1.5 Will comply with all applicable federal and state laws related to the procurement and use of MVRs.

5.1.6 Will not order MVRs without obtaining the applicant's or employee's written consent to obtain "driving records" and will deliver all forms requested by ECS in connection with the procurement and delivery of any MVR.

5.1.7 Will not use the MVR to build its database or copy or otherwise reproduce the MVR except in connection with the review of the applicant for employment purposes as defined by the FCRA, and will not transmit any data contained in the resulting MVR via the public internet, electronic mail, or any other unsecured means. \_\_\_\_\_ (Initial).

#### **6.0 RESTRICTIONS ON REQUESTS FOR CREDIT INFORMATION:**

6.1.1 Several jurisdictions restrict the use of credit checks for employment purposes. The client shall not request that ECS procure credit information on any applicant or employee unless and until the Client has

obtained independent legal advice that the request is permitted under applicable law. The client represents that if it orders credit reports, the Client will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by the Client, substantially varies from the address the credit bureau has on file for that consumer. \_\_\_\_\_ (Initial).

6.1.2 Clients seeking credit information certify to ECS that they have provided all disclosures required by applicable federal, state, or local laws, regulations, and ordinances to the consumer in connection with such requests and must provide information and sign Attachment A before ECS can provide credit information to Client. Attachment A is incorporated into and is part of this Agreement, if applicable. The client acknowledges and agrees to notify its employees that the Client can access credit information only for the permissible purposes listed in the FCRA.

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

6.2 BAN THE BOX COMPLIANCE: Several states, counties, and cities have enacted "Ban the Box" (Fair Chance) laws prohibiting employers from inquiring about past criminal history convictions on employment applications. The client acknowledges it will not request an Employment Screening Background Report from ECS until a conditional offer of employment has been provided to an applicant. \_\_\_\_\_ (Initial).

6.3 RETENTION OF RECORDS: ECS will retain Employment Screening Background Reports for two (2) years from the order date or as required by applicable law, whichever is the lesser. \_\_\_\_\_(Initial). It is the Client's responsibility to copy the files they wish to keep regularly.

## **7.0 ECS OBLIGATIONS**

7.1 ECS agrees to conduct searches and provide Employment Screening Background Reports at the request of Client's employees expressly authorized by Client to request the Services from ECS.

7.2 ECS will perform the Services in compliance with the FCRA, similar state consumer reporting laws, and other applicable federal and state laws and regulations.

7.3 ECS will implement commercially reasonable and appropriate technical, physical and administrative measures to protect applicant and employee data against accidental or unlawful destruction and unauthorized access or disclosure. ECS is not responsible for unauthorized access or disclosure of such data resulting from Client's acts or omissions or otherwise resulting from the use of Client's passwords or accounts due to no fault of ECS. ECS will promptly notify Client of any unauthorized acquisition or disclosure of applicant or employee data submitted or provided by Client after ECS discovers such unauthorized conduct.

7.4 Please note that, as it relates to criminal history information, ECS only reports conviction records and will report a minimum of seven (7) years of conviction information, where applicable law allows. ECS does not report non-conviction information unless a case is pending with a subsequent court date scheduled and also does not report information relating to infractions, summary offenses, violations, or other sub-criminal information.

7.5 ECS complies with all FCRA and state and local laws that restrict the reportability of certain types of adverse information about a consumer. To ensure compliance with such laws, the Client acknowledges and agrees that when including any information about a consumer in a consumer report, ECS follows the most restrictive reporting restrictions based on the consumer's residence address. ECS does not use salary information in applying these reporting restrictions.

7.6 ECS recommends that the Client screen its applicants or employees at the county court-house or online, federal, and multi-state/nationwide database levels. The client understands that if it chooses not to conduct searches at these levels, ECS cannot be held responsible for any records not included in the Client's requested coverage. The client further understands that the multi-state/nationwide database report will only be offered in conjunction with a county-level verification of any records found. The client will bear any additional costs associated with this verification.

## **8.0 CONFIDENTIAL INFORMATION**

8.1 Confidential Information Defined. Either party ("Disclosing Party") may disclose to the other party ("Receiving Party"), whether orally or in paper or electronic form, non-public confidential or proprietary information concerning the Disclosing Party and its business, products, and services, including, without limitation, its software, systems and technology, product and service specifications, methodologies and strategies, pricing, personally identifiable information ("PII") of job applicants or employees who are the subject of Employment Screening Background Reports, Employment Screening Background Reports, invoices, and trade secrets and other intellectual property (collectively, "Confidential Information").

Confidential Information does not include information that: (i) was rightfully in possession of the Receiving Party before disclosure by the Disclosing Party; (ii) was or is independently developed by the Receiving Party without the use of the Confidential Information; (iii) is now or hereafter becomes generally available to the public other than as a result of disclosure by the Receiving Party in violation of this Agreement, or (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party and such source is not, to the best of the Receiving Party's knowledge, under any obligation to keep such information confidential.

8.2 Duty of Confidentiality. The Receiving Party agrees: (i) to keep confidential all Confidential Information, (ii) to implement reasonable and appropriate physical, technical and administrative safeguards to protect the confidentiality of the Confidential Information (which safeguards shall be no less than those employed by the Receiving Party to preserve the confidentiality of, and otherwise safeguard, its own confidential materials and information), (iii) that it will not, without the prior written consent of the Disclosing Party, or in conjunction with a disclosure required by law, disclose any portion of the Confidential Information to any third party, other than an agent or subcontractor subject to contractual obligations to provide the same level of protection for the Confidential Information, (iv) not to copy or reproduce the Confidential Information, except as reasonably necessary for the purposes contemplated in this Agreement (in which case, Receiving Party will ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies), (v) not to reverse engineer or disassemble any products, technology or tangible objects that utilize or contain such Confidential Information, and (vi) to promptly return and/or permanently destroy all Confidential Information of the Disclosing Party upon request. ECS may retain Employee Screening Background Reports and related information, subject to the protections of this Agreement, for as long as necessary for legal compliance purposes.

8.3 Demands to Produce Confidential Information. The Receiving Party shall (1) promptly notify the Disclosing Party of any judicial or administrative order, subpoena, civil discovery request, or other legal process requiring or requesting that Receiving Party produce Confidential Information, and (2) permit the Disclosing Party adequate time to exercise its legal options to prohibit or limit disclosure of Confidential Information before the Receiving Party produces any Confidential Information.

8.4 Notice of Security Breach. ECS will promptly notify Client's designated contact after discovering a security breach (as defined by applicable law) involving PII received from Client or created or received on Client's behalf. The notice will include relevant information concerning the security breach, to the extent available, such as a description of the underlying circumstances, identification of affected individuals, identification of the categories of affected information, and the steps taken by ECS in response.

8.5 International Requests. Before requesting an international search, the Client or End User will inform the consumer (“applicant”) that their data may be used to enable ECS or their designated agents to complete the search. According to the European Commission, data protection commissions, or government authorities, their personal information may be transferred to other countries, including countries with inadequate privacy laws.

## **9.0 WARRANTIES AND LIMITATIONS OF LIABILITY**

9.1 Client understands that ECS obtains the information reported in its products from various third-party sources “AS IS” and therefore is providing the information to Client “AS IS.” ECS makes no representation or warranty whatsoever, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose, or implied warranties arising from the course of dealing or a course of performance concerning the accuracy, validity, or completeness of any information products and consumer reports, that the information products will meet Client’s needs, or will be provided on an uninterrupted basis; ECS expressly disclaims any such representations and warranties.

9.2 To the maximum extent permitted by applicable law, ECS will not be liable to the client for any lost profits, lost savings, loss of anticipated benefits, or other special, incidental, consequential, or punitive damages arising out of or relating to this agreement, regardless of the theory of liability and even if ECS has been advised of the possibility of such damages. ECS and Client agree that unless ECS has committed gross negligence or engaged in intentional wrongdoing in the preparation and transmission of the Employment Background Screening Report, ECS’s total liability to Client shall be limited to the return of the fees paid to ECS for the Employment Background Screening Report and then only to the extent that the information contained in the Employment Background Screening Report is found to be the primary basis upon which the Client incurred injury or damage resulting from the furnishing of the Employment Background Screening Report by ECS. ECS and Client agree that ECS shall not be liable to Client for any other damages, costs, or expenses except as expressly agreed to above or under Section 10.2 hereof and that neither party shall be liable to the other party for punitive, exemplary, or consequential damages. \_\_\_\_\_ (initial).

9.3 Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party’s (“Impacted Party”) reasonable control, including, without limitation, the following force majeure events (“Force Majeure Event(s)”) that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake, hurricane, tornado or explosion; (c) war, invasion, hostilities (whether war is

declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or severe illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

## **10.0 PAYMENT FOR SERVICES**

10.1 Client acknowledges the pricing of all individual services and service packages provided by ECS as stated in the "rate sheet" (*Attachment B*) and agrees to pay for the selected services at said rates.

10.2 Client will pay, in U.S. dollars, for all Services rendered hereunder within thirty (30) days of the invoice date. The invoice may be mailed, faxed, or electronically delivered at ECS's discretion. ECS accepts the following types of payment:

10.2.1 Credit Card (Visa, MasterCard, American Express, and Discover). There will be a 4% processing fee for this option.

10.2.2 Electronic ACH Transfer (Banc of California ABA Routing # 122243774, Account Name: Employers Choice Online, Inc., Account #:2030678963)

10.2.3 Company Check

10.3 ECS may revise the rates contained in Attachment B at any time with 30 days prior written notice to the Client.

10.4 Client understands that ECS may incur access fees imposed by courts, motor vehicle records, and other third-party agencies passed through to the Client. These costs are subject to change without notice.

10.5 Client acknowledges that if all payments due are not received by ECS, in U.S. dollars, within thirty (30) days after the invoice date, ECS may, at its discretion, (a) assess the Client a late fee of \$50.00 and interest at 10% per month, and (b) suspend Client's access privileges and release ECS from any obligation to provide any further Services. Any payments, by check or other means, returned to ECS for any reason will be subject to a \$25.00 service charge. Subsequent reviews are subject to a \$35 service charge. ECS may, at its discretion, assess the Client a per-incident \$125.00 Portal Re-activation fee to

access the background screening platform every time the account is locked-out for non-payment within the agreed-upon terms. ECS reserves the right to send the Client's unpaid invoices to collections and seek legal recourse in civil court to collect outstanding invoices.

10.6 If the Client's account goes to collection, the Client shall be liable for all expenses associated with the collection of past due amounts, including reasonable attorneys' fees, court costs, and pursuit fees.

10.7 Cancellations of pending reports must be received by e-mail or by calling the ECS office within 12 hours of receipt of the original order and must be approved by ECS. ECS does not guarantee a full or partial refund on report cancellation requests. The client acknowledges that dispatched criminal or verification records cannot be canceled.

## **INDEMNIFICATION**

11.1 Client shall indemnify, defend and hold harmless ECS, its officers, directors, employees, agents, and subcontractors against any claims, demands, costs, expenses, and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, which ECS may incur based upon (a) Client's use of the Services, including procurement or use of any Employment Screening Background Report in violation of this Agreement, the FCRA or any other applicable federal, state or local laws or regulations, (b) any other conduct by Client in breach of this Agreement, or (c) Client's gross negligence or willful misconduct. Furthermore, the Client agrees to compensate ECS for its time and expenses in defending against any claim falling within the scope of this provision, including but not limited to ECS's time spent reviewing legal documents, in a deposition, at a rate of \$350 per hour.

11.2 ECS does not guarantee Client's compliance with all applicable laws in its use of reported information and does not provide legal or other compliance-related services upon which Client may rely in connection with its furnishing of reports. The client understands that any documents, information, conversations, or communication with ECS's representatives regarding searches, verifications, or other services offered by ECS should not be considered a legal opinion regarding such use. The client agrees that (1) it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to the legality of using or relying on the reported information, and to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all applicable laws and regulations and (2) the provision of such notices, pre-adverse or adverse action letters and the contents thereof is the sole responsibility of Client, not ECS. The client acknowledges and agrees that it has no obligation to use and is solely responsible for independently vetting the contents of any sample forms that ECS has provided to the Client in connection with this Agreement. \_\_\_\_\_ (Initial).

## 11.0 TERM

12.1 The term of this Agreement shall continue without any fixed date of termination, but either party may terminate the Agreement for any reason upon thirty (30) days before written notice. Any notice of termination provided by the Client to ECS must include why the Services were terminated. ECS reserves the right to immediately terminate the Clients' ability to order information on the background screening platform and access data at any time if ECS determines—in its sole discretion—that the Client may be violating applicable laws and this service agreement in its receipt or use of data processed through the background screening platform. The client will have thirty days after termination to retrieve completed reports, at which time Client access will be permanently denied. \_\_\_\_\_ (Initial).

## 12.0 DISCLAIMER OF WARRANTIES

13.1 ECS will professionally perform the services by industry standards. ECS will maintain and follow reasonable procedures to assure the maximum possible accuracy of the information contained in each Employment Screening Background Report. The client acknowledges that ECS is not an insurer or guarantor of the accuracy, reliability, validity, depth, or completeness of the information provided because such information is subject to human error and is obtained from public records and other third-party sources that are not under ECS' control and may not always be accurate, consistent, valid or complete. Except as otherwise expressly outlined in this agreement, ECS disclaims all warranties, express or implied, including without limitation, any implied warranty of merchantability, any implied warranty arising from the course of dealing, fitness for a particular purpose, non-infringement, and non-interruption of system use.

## 13.0 NOTICES

14.1 All notices, requests, or other communications shall be deemed to have been duly given upon confirmation of receipt of any fax, e-mail, or first-class letter sent or mailed (a) to Employers Choice Screening at 13210 Florence Avenue, Santa Fe Springs, CA 90670, telephone number: (800) 424-7011, facsimile number:(800) 491-9323, or email address: CustomerService@EmployersChoiceScreening.com, and (b) to Client at the address and facsimile number outlined in the Client Application or such other facsimile number or address that may from time to time be provided in writing. \_\_\_\_\_ (Initial)



**14.0 WAIVER**

15.1 Neither party shall be deemed to have waived any breach or default unless the other party has agreed to the waiver in writing. A waiver by either party of any breach or default by the other party shall not be deemed a waiver of any future breach or default. \_\_\_\_\_ (Initial).

**15.0 ARBITRATION**

16.1 Except for billing-related issues of this Agreement, including the interpretation of this Agreement (the "Matter"), shall be submitted for resolution to non-binding mediation before a neutral mediator. If the matter cannot be resolved within 45 days after the written demand for mediation, either party may demand that the Matter be submitted for determination by binding arbitration conducted in Los Angeles County, California, before a single neutral arbitrator, administered by the rules then in effect, and under the auspices of, JAMS or Alternative Dispute Resolution (ADR) Services. Either party may seek confirmation, correction, or vacation of the award in the Superior Court of Los Angeles County and judgment entered thereon by the procedures outlined in the California Code of Civil Procedure ("CCP"). In addition, the provisions of CCP §§ 1283.05 and 1283.1 are hereby incorporated into this Agreement, except that unless good cause is shown to the satisfaction of the arbitrator, pre-arbitration hearing discovery shall be limited to the service by each side of any combination of not more than 25 (calculated in the total aggregate) Requests for Admission, Written Special Interrogatories without sub-parts, and Document Production Requests, plus one percipient witness oral deposition, and one expert witness oral deposition, for each side. \_\_\_\_\_ (Initial).

**16.0 ENTIRE AGREEMENT; NO ORAL MODIFICATIONS; NO THIRD-PARTY BENEFICIARY**

17.1 This Agreement sets forth the understanding and agreement between ECS and Client concerning the Services and supersedes any prior or contemporaneous oral or written agreements or representations. Only in writing executed by both ECS and Client may modify this Agreement. The parties do not intend for any third party to be a beneficiary of this Agreement. \_\_\_\_\_ (Initial).

**17.0 SEVERABILITY**

18.1 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such unlawful, unenforceable, or invalid provisions or portion shall be stricken from this Agreement. Such condition or function shall not affect the legality, enforceability, or validity of the remainder of this Agreement. Such stricken provisions shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken condition as is legally possible. \_\_\_\_\_ (Initial).

**18.0 ATTORNEYS FEES AND COSTS**

19.1 If litigation or arbitration is necessary to enforce the terms of this Agreement or breach thereof, the prevailing party will be entitled to recover the reasonable attorney’s fees, costs, and witness fees incurred as a result of that litigation or arbitration. If the parties’ resort to parties to resolve a dispute arising out of the Agreement, the costs for such mediation will be shared equally by the parties.

**19.0 ASSIGNMENT**

20.1 Neither party may transfer, assign, or otherwise dispose of this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party except that ECS may transfer all of its rights or obligations hereunder to a successor to substantially all of the assets and business of that party.

**20.0 GOVERNING LAW**

21.1 The validity and interpretation of any of the terms or provisions of this Agreement, or the rights or duties of any of the parties under this Agreement, will be governed by the laws of the State of California, without reference to its choice of law provisions.

The undersigned declare that they fully understand and appreciate the meaning of this Agreement and, by signing below, agree to be bound by these terms and conditions.

(Executed on the day and year first above written.)

CLIENT Representative

Employers Choice Screening

\_\_\_\_\_



For

\_\_\_\_\_

George J. Ramos Jr.



## ATTACHMENT CHECKLIST

**1. Attachment A (Documents Required Before Requesting Credit Report Information)**

**2. Attachment B (Rate Sheet)**

The client must agree to rates for employment background screening services.

**3. Attachment C (Company Information)**

**4. Attachment D (User Compliance Form)**

## ATTACHMENT A

### Documents Required Before Requesting Credit Report Information

Before the Client can access credit report information, ECS must perform a site inspection on all companies except those listed below. Appropriate documentation must be obtained to exempt a client/prospect from the site inspection. The site inspection should be ordered for the corporate or central location if a client has multiple locations.

1. Publicly held company – Printout must be obtained from:

<http://www.sec.gov/edgar/searchedgar/companysearch.html>

2. End-user is under the regulatory authority of:

a) Office of the Comptroller of the Currency – Printout must be obtained from:

<http://www.occ.treas.gov/index.html>

b) Federal Reserve System – Printout must be obtained from: <http://www.federalreserve.gov/>

c) Federal Deposit Insurance Corporation (FDIC) – Printout must be obtained from:

[http://www.fdic.gov/idasp/main\\_bankfind.asp](http://www.fdic.gov/idasp/main_bankfind.asp)

d) Office of Thrift Supervision – Printout must be obtained from:

<http://www.occ.treas.gov/index.html>

e) National Credit Union Administration – Printout must be obtained from:

<http://www.ncua.gov/indexdata.html>

3. End-user is a licensed insurance company – Must obtain a copy of the insurance license or a printout from AM Best: <http://www.ambest.com/>

4. End-user has been approved by the Internal Revenue Service as a tax-exempt 501(c) (3). A letter from IRS with approval must be obtained from the client/prospect

5. End-user has been certified by the Small Business Administration. A letter from SBA must be obtained from the client/prospect. The Department has approved the end-user of Transportation for participation in the Department of Transportation's Disadvantaged Business Enterprise program. Proof must be obtained from the client/prospect.

6. End-user is a Federal or State Agency that obtains reports for employment purposes. IRS Tax-exempt Letter must be received.

## ATTACHMENT B: RATE SHEET

Account Manager / Business Account Representative: N/A

Please Select your [Package Option](#) below:

<b>Basic Package</b>	<b>\$24.99 / check</b>
Social Security Number Address Trace / Validation National Criminal Record Database Search Sex Offender Registry Search Sanctions Search	
<i>This Package is only available in select states. The National Criminal Record Database's coverage varies by state and may require a current county search at minimum to be added in order to be compliant.</i>	
<b>Basic (+) Package</b>	<b>\$39.99 / check + <a href="#">applicable court fees</a></b>
Social Security Number Address Trace / Validation National Criminal Record Database Search Sex Offender Registry Search Sanctions Search County Criminal Record Search – Current County of Residence	
<b>Standard Package</b>	<b>\$54.99 / check + <a href="#">applicable court fees</a></b>
Social Security Number Address Trace / Validation National Criminal Record Database Search Sex Offender Registry Search Sanctions Search County Criminal Record Search – 7-year history	
<i>Limit of 3 counties per file. Additional County Criminal Record searches may be added at the a-la-carte single search fee based on candidates SSN info submitted</i>	
<b>Professional Package</b>	<b>\$79.99 / check + <a href="#">applicable court fees</a></b>
Social Security Number Address Trace / Validation National Criminal Record Database Search Sex Offender Registry Search Sanctions Search County Criminal Record Search – 7-year history Employment Verification - Current or Last Employer Education Verification - Highest level completed	
<i>Limit of 3 counties per file. Additional County Criminal Record searches may be added at the a-la-carte single search fee based on candidates SSN info submitted</i>	

**A La Carte Services**

Additional County Criminal Record Search	<b>\$9.99 + <u>Applicable Court Access Fees</u></b>
Credit Report	<b>\$7.99</b>
Motor Vehicle Report	<b>\$7.99 + <u>applicable state fee</u></b>
Federal Criminal Record Search	<b>\$4.99</b>
County Civil Record Search	<b>\$12.99</b>
Employment Verification	<b>\$12.99 / employer + <u>applicable fees</u></b>
Education Verification	<b>\$9.99 / degree + <u>applicable fees</u></b>
Reference Check	<b>\$9.99 / reference</b>
Drug Test – 10 Panel	<b>\$49.99</b>

Please [contact us](#) if you would like to add any additional add on services to your [package option](#) that are not listed above

**One-Time Account Set-Up Fee: \$50.00**

**Credit Report Bureau Inspection Fee: \$100.00.** *Required prior to ordering a credit report*

**E-Verify / I-9 Account Set-Up Fee: Please Contact us to add to your package option**

**DISCLAIMER**

Searches are subject to the following applicable pass-through access fees:

- County, State, and County Civil Court Access Fees
- International Criminal Record and Verification Access Fees
- Motor Vehicle Report (MVR) State Access Fees
- Third-Party Education & Employment Verification Database Fees (ie. Work Number, National Student Clearinghouse, etc.)
- Out-of-Network Drug Test Locations
- Drug Test MRO Verification

***Please sign and return to acknowledge receipt and acceptance of the above:***

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

INCIDENTAL EXPENSES: ECS will be paid for work performed by the schedules attached to or provided with this Agreement. Payment terms are thirty (30) days from the date of the ECS invoice in U.S. currency. The invoice may be mailed, faxed, or electronically delivered at ECS's discretion. The client understands that ECS may incur access fees imposed by courts, motor vehicle records, and other third-party agencies passed through to the Client. These costs are subject to change without notice. The client acknowledges that if all payments due are not received by ECS within thirty (30) days after the date of the billing statement in U.S. currency, at ECS's discretion, the Client shall be assessed a late fee of \$50 and will pay interest charges of 10% per month and relinquish Client's access privileges and release ECS from any obligation to perform any further services. Any payments, by check or other means, returned to ECS for any reason are subject to a \$25 service charge; subsequent statements are subject to a \$35 order. ECS reserves the right to send the Client to collections and seek legal recourse in civil court to collect any unpaid invoices.

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EMPLOYERS CHOICE SCREENING

13210 Florence Avenue, Santa Fe Springs, California 90670

ECS also accepts electronic payments for our retainers and all invoices. If you choose to pay by electronic transfer, please include the invoice number in the transfer information and send the payment to:

Bank Name: Banc of California  
ABA routing number: 122243774  
Account name: Employers Choice Online, Inc.  
(dba: Employers Choice Screening)  
Account number: 2030678963

Please sign and return to acknowledge receipt and acceptance of the above:

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C**

**COMPANY INFORMATION**

<b>GENERAL BUSINESS INFORMATION</b>		
Business Legal Name:		
Business Name (DBA):		
No. of years in Business:	No. of Employees:	
Anticipated Hires in six months:	12 months:	
Business Location: <i>(Cannot be P.O. Box)</i>		
Street: _____ City: _____ State: _____ Zip: _____		
Mailing Address:		
Street/PO Box: _____ City: _____ State: _____ Zip: _____		
Business Phone:	Business Email Address:	
Business Website:	Primary NAICS Code:	
Type of Business:		
Sole Proprietorship:	Limited Partnership:	Corporation:
Limited Liability Company (LLC):		
Description of Business / Services:		
Federal Taxpayer ID#		
<b>LEGAL NAME OF OWNER(S)</b>		
President/CEO/Owner:	Phone:	
	Email:	
Accounts Payable / Billing Contact:	Phone:	
	Email:	
Main Account User/Manager in the System	Phone:	
	Email:	



**ATTACHMENT D**

**PAYMENT AUTHORIZATION FORM**

**SECTION 1 - Merchant Information**

**Merchant name:** Employers Choice Online, Inc.

**Merchant address:** 13210 Florence Ave. Santa Fe Springs, CA 90670

**Merchant Phone Number:** 562-319-0413

**Email Address:** [Accounting@EmployersChoiceScreening.com](mailto:Accounting@EmployersChoiceScreening.com)

**SECTION 2 – Client Payment Authorization Agreement**

I \_\_\_\_\_, authorize Employers Choice Screening to charge my:

credit card

checking account

debit card

savings account

for background screening services ordered on each given month. Each client ordering less than 10 Background Checks annually will be required to enter their billing information on our secure portal during account setup and onboarding for automatic payment to be processed on a monthly basis. Clients will only be charged for orders placed each month.

Clients ordering more than 10 backgrounds annually may request our monthly invoicing option. Approval is subject to review by management and will be determined based on previous payment history and any client credit profiles available to us from third-party providers.

**Customer name:** \_\_\_\_\_

**Billing address:** \_\_\_\_\_ **Zip code:** \_\_\_\_\_

I understand that my information will be saved to file for future transactions on my account and my authorization will remain in effect until I formally request cancellation.

**Customer signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## ATTACHMENT E

### User Compliance Form



**Each user who requires access to our platform must complete this form and return to your account manager for account creation and login credentials.**

Strict adherence to the Fair Credit Reporting Act (FCRA) and all applicable state and federal statutes is required when utilizing consumer reports.

Authorized Representative Name: \_\_\_\_\_ is authorized to request Consumer reports through Employers Choice Online (ECO), a Consumer Reporting Agency (CRA), and certifies to ECO that all consumer reports ordered through ECO shall be made in strict compliance with the FCRA, the Fair and Accurate Credit Transactions Act (FACTA) and all other applicable federal and state laws. The client certifies that it will comply or has complied at all times with the FCRA and all applicable local, state, and federal laws and regulations relating to the use of the consumer reports including but not limited to equal employment laws and regulations.

Under Section 604(b) of the FCRA, the Client certifies the following:

It will use consumer reports provided by ECO for employment purposes only and no other purpose.

Before a consumer report is ordered, it has provided a clear and conspicuous (separate, stand-alone) disclosure, in writing, to the Consumer (applicant/employee), which discloses that the Consumer would be the subject of a consumer report as part of the employment selection process. The disclosure satisfied all requirements identified in the FCRA and applicable state or local laws. The client certifies that each time it orders a report, the Client reaffirms the above certification.

Before a consumer report is ordered, the Client has obtained written authorization from the Consumer to collect a consumer report. The client understands that ECO will not initiate a message without written permission.

The client will provide the Consumer with a copy of the document entitled "A Summary of Your Rights Under the Fair Credit Reporting Act" and any other notices required under all applicable state and local laws.

Should the Consumer make a written request within a reasonable amount of time, the Client will provide: (a) information about whether an investigative consumer report has been requested; (b) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (c) the name and address of the outside agency to whom requests for any of these reports have been made. This information will be provided no 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.

Suppose the Client is considering an adverse employment action against consumer-based based in whole or part on information in the consumer rep before or after king adverse action. In that case, the Client will provide the

Consumer 1.) a copy of the consumer report, 2.) "A Summary of Your Under the Fair Credit Reporting Act," and 3.) any other notices required under all applicable state and local laws.

The client certifies that the information obtained will not be used in violation of any federal or state equal opportunity laws or regulations.

The client will protect all EmployersChoiceOnline.com account identification number(s) and passwords(s) so that only key subscriber personnel with an authorized "need to know" this sensitive information are given the ability to order and access consumer reports. These Account I.D.'s should not be posted or otherwise publicly displayed. If a person who knows the Account I.D.'s leaves your company or no longer needs to have access due to a change in duties, the Account I.D.'s will be changed immediately.

The client will place all terminal devices or systems used to obtain consumer reports in a secure location within the Client's facility so unauthorized persons cannot easily access them. After regular business hours or when left unattended, turn off and lock all such devices or systems used to access consumer reports.

The client will shred or otherwise permanently destroy all hard copy consumer reports when no longer needed and when applicable regulation(s) permit destruction to prevent the unauthorized access or use of consumer demand/or any other personally identifiable information of consumers.

The client will erase and overwrite or scramble electronic files containing consumer reports and consumer information when no longer needed and when applicable regulation(s) permit destruction to prevent the unauthorized access to and use of consumer data and any other personally identifiable information of consumers.

The client will make all appropriate employees aware that the Client can order and use consumer reports only for permissible purposes and that employees may not call their own words, nor should they order or access the information of a family member or friend unless it is approved for the permissible purpose authorized in, and conducted by, Client's service agreement with EmployersChoiceOnline.com.

ECO has provided to Client "A Summary of Your Rights Under the Fair Credit Reporting Act" both as an attachment to each consumer report and centrally accessible on the internet at [https://files.consumerfinance.gov/f/documents/bcftp\\_consumer-rights-summary\\_2018-09.docx](https://files.consumerfinance.gov/f/documents/bcftp_consumer-rights-summary_2018-09.docx)

ECO also has provided to Client "Notice to Users of Consumer Reports: Obligations of Users Under the Fair Credit Reporting Act" as an attachment to this Certification.

The client agrees to indemnify and hold harmless ECO for any damages arising from the Client's improper or unauthorized use of any information in ECO consumer reports.

The client hereby authorizes that a photocopy of this certification may be considered as valid as the original.

**Please return your completed form to your assigned account manager for processing.**

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User Name / Title

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Authorized Signature

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Date

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E-mail Address / Phone Number

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Company Name