



# MASTER SERVICE AGREEMENT

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

Client Name: \_\_\_\_\_

Client DBA (if applicable): \_\_\_\_\_

Client Street Address: \_\_\_\_\_

Client City, State, Zip \_\_\_\_\_

Client Telephone: \_\_\_\_\_

Business Type: \_\_\_\_\_

Full State Name: \_\_\_\_\_  
(Where formed/incorporated)

This Master Service Agreement ("Agreement" or "Master Agreement") is entered into as of the Effective Date stated above by and between Barada Associates Inc. ("Barada"), and the above-named Client ("Client"), each a "Party," and collectively, the "Parties," and consists of this signature page and the attached Terms and Conditions, applicable Service Addendum, and as required per the services requested, Local Country Agreement, applicable Scopes of Work, Schedules, Exhibits and all other documents attached hereto, which are incorporated herein by reference and made a material part of this Agreement and the respective Service Addendum.

\_\_\_\_\_  
("Client Name")  
Signature: \_\_\_\_\_  
Name (Please Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Barada Associates Inc.  
Signature: \_\_\_\_\_  
Name (Please Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Address:  
Barada Associates Inc.  
130 East Second Street, Rushville, IN 46173  
ATTN: Business Office  
Telephone: 765-932-5917  
Facsimile: 877-576-2806  
Email: customerservice@baradainc.com

**1. Term**

Except as set forth herein, this Master Agreement will become effective on the date the Agreement is executed by the Parties as reflected on the first page of this Agreement ("Effective Date") and will continue in full force and effect until terminated by either Party pursuant to the terms contained herein or until the expiration or termination of all Service Addendums. The term of each Service Addendum and/or Local Country Agreement, if any, will commence on the Effective Date set forth in each respective Service Addendum and/or Local Country Agreement and will terminate in accordance with their respective terms. Each Service Addendum and/or Local Country Agreement shall automatically renew in accordance with the terms and conditions contained in such Service Addendum and Local Country Agreement, if any. Except as otherwise set forth herein, if a Service Addendum or Local Country Agreement does not specify the terms upon which automatic renewal shall occur, then such Service Addendum and/or Local Country Agreement shall automatically renew upon the occurrence of the expiration date, upon the same terms and conditions, unless either Party upon not less than 60 days advance written notice to the other Party, indicates its intention not to renew such Service Addendum and/or Local Country Agreement. Notwithstanding the termination of a Service Addendum and/or Local Country Agreement, the terms and conditions of this Master Agreement will remain in full force and effect. In the event this Master Agreement is terminated, then all the Service Addendums and/or Local Country Agreement shall be terminated as well.

**2. Fees and Payment**

Unless a Service Addendum or Local Country Agreement otherwise specifies fee and payment provisions (which shall supersede the following terms only with respect to such Service Addendum or Local Country Agreement) Client shall make payment to Barada in accordance with this Section. Client will pay nonrefundable fees and other charges and costs for Barada services and/or the consumer information provided to Client. Any pricing for Barada services provided herein does not include any applicable access fees, surcharges, and other fees levied by federal, state, county, local and other governmental agencies, public and private educational institutions, third-party education verification services, employers, third-party employment verification services, credentialing

agencies and entities, third-party credential verification services, and drug test collection sites, and other information sources; and that Client is responsible for paying any and all applicable access fees to Barada. All pricing, access fees, service offerings, service availability and service descriptions are subject to change without prior notice. Barada will provide prior notice whenever feasible. Client is responsible for paying any applicable local, state, federal or international taxes on services procured from Barada.

Payment terms are net thirty (30) days from invoice date. At Barada's option, payments not received thirty (30) days after invoice date may cause the account to be placed on temporary suspension, with no additional request or procurement order being processed until the balance due is paid in full or other arrangements have been made in writing with Barada's Accounts Payable Department. All invoices are deemed final and complete if no adjustments are requested within thirty (30) days of invoice date. Accounts with invoices thirty (30) days or more past due will be assessed an interest charge of the lesser of 1.5% per month, or the maximum allowable by law; however, *notwithstanding anything to the contrary herein, it shall be no less than \$15.00*. A \$50.00 fee will be assessed for all returned checks. If the account goes to collection, Client will pay all collection expenses, including attorneys' fees and court costs. The providing of Client credit card information and electronic submission of it to Barada represents a legal authorization to debit the card for the orders placed and for non-payment per the fifteen (15) day payment term. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated and closed at Barada's sole discretion.

**3. Conflicts**

In the event of a conflict between the provisions of a Service Addendum or Local Country Agreement, and this Master Agreement, the provisions of the Service Addendum or Local Country Agreement will control; provided, however, that the provisions of the Addendum and/or Local Country Agreement, will be so construed to give effect to the applicable provisions of the Master Agreement to the fullest extent possible.

**4. Disclaimer of Warranties**

ALL SERVICES ARE PROVIDED "AS IS". EXCEPT AS EXPRESSLY PROVIDED IN THIS

MASTER AGREEMENT, AN APPLICABLE SERVICE ADDENDUM OR LOCAL COUNTRY AGREEMENT, BARADA AND ITS AFFILIATES MAKE NO AND DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SERVICES PROVIDED PURSUANT TO THIS MASTER AGREEMENT AND THE SERVICE ADDENDUMS, WHETHER SUCH WARRANTIES AND REPRESENTATIONS ARE EXPRESS OR IMPLIED IN FACT OR BY OPERATION OF LAW OR OTHERWISE, CONTAINED IN OR DERIVED FROM THIS MASTER AGREEMENT, ANY SERVICE ADDENDUM, LOCAL COUNTRY AGREEMENT OR ANY OTHER DOCUMENTS REFERENCED IN THIS MASTER AGREEMENT OR ANY SERVICE ADDENDUM, LOCAL COUNTRY AGREEMENT OR ANY OTHER MATERIALS OR COMMUNICATIONS WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY SERVICE OR REPORT, INCLUDING BUT NOT LIMITED TO CONSUMER REPORTS AND/OR INVESTIGATIVE CONSUMER REPORTS (AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT). FURTHERMORE, BARADA AND ITS AFFILIATES EXPRESSLY DISCLAIM THAT THE SERVICES OR ANY REPORT PROVIDED TO CLIENT OR ITS END-USERS BY BARADA WILL MEET CLIENT'S OR ITS END-USERS' NEEDS, OR THAT SERVICES OR ANY REPORT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, AND BARADA AND ITS AFFILIATES EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.

**5. Limitation of Liability and Statute of Limitations**

EXCEPT AS EXPRESSLY PROVIDED IN AN APPLICABLE SERVICE ADDENDUM OR LOCAL COUNTRY AGREEMENT, BARADA AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR SIMILAR DAMAGES, OR ECONOMIC DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF

DATA, WHETHER INCURRED AS A RESULT OF BARADA'S NEGLIGENCE OR OTHERWISE, IRRESPECTIVE OF WHETHER BARADA HAS BEEN ADVISED OF THE POSSIBILITY OF THE INCURRENCE BY CLIENT OR ITS END-USERS OF ANY SUCH DAMAGES. BARADA'S LIABILITY DAMAGES INCURRED IN CONNECTION WITH SERVICES OR REPORTS PROVIDED PURSUANT TO THIS MASTER AGREEMENT OR ANY SERVICE ADDENDUM OR LOCAL COUNTRY AGREEMENT, INCLUDING AS A RESULT OF ANY NEGLIGENCE ON THE PART BARADA OR ITS AFFILIATES, SHALL NOT EXCEED THE LESSER OF: (i) THE AMOUNTS RECEIVED BY BARADA FROM CLIENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (ii) THE AMOUNT PAID BY CLIENT TO BARADA FOR THE PARTICULAR AND INDIVIDUAL SERVICE GIVING RISE TO SUCH CLAIM. FURTHER, IN ACCORDANCE WITH THE TERMS OF THIS SECTION, BARADA WILL HAVE NO LIABILITY FOR ANY CAUSE OF ACTION AGAINST BARADA WHICH BECAME KNOWN TO CLIENT, OR SHOULD HAVE BEEN KNOWN BY CLIENT OR ITS END-USERS, WITH REASONABLE INVESTIGATION, WITHIN TWO (2) YEARS FROM THE EXPIRATION OR TERMINATION OF THIS MASTER AGREEMENT, APPLICABLE SERVICE ADDENDUM AND/OR LOCAL COUNTRY AGREEMENT BUT CLIENT AND/OR ITS END-USERS FAILED TO PROVIDE ACTUAL NOTICE TO BARADA WITHIN SUCH TWO (2) YEAR PERIOD AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, THE APPLICABLE SERVICE ADDENDUM AND/OR LOCAL COUNTRY AGREEMENT. IN ANY CLAIM AGAINST BARADA, CLIENT MUST FILE ANY LAWSUIT NO LATER THAN TWO (2) YEARS AFTER THE ACCRUAL OF ITS CLAIM. CLIENT HEREBY WAIVES THE RIGHT TO FILE AN ACTION FOR ANY LOSS, DAMAGE OR LIABILITY RELATED TO OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS MASTER AGREEMENT, APPLICABLE SERVICE ADDENDUM AND/OR LOCAL COUNTRY AGREEMENT UNDER ANY STATE OR FEDERAL STATUTE OF LIMITATIONS THAT MAY BE LONGER.

**6. Source of Certain Information**

Client hereby acknowledges that Barada assembles consumer information from a variety

of sources, including without limitation databases maintained by consumer reporting agencies containing information from public records and other sources, governmental databases and repositories, other information databases and repositories, and internal and third-party researchers. Such information sources and resources are not maintained or controlled by Barada. Barada can be neither an insurer nor a guarantor that the information provided from these sources is absolutely accurate, current, error-free or comprehensive in breadth or depth. Barada has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

**7. Use of Barada Websites**

In addition to all other Client obligations, if Client requests or makes any procurement order for consumer information via any Barada website, Client agrees to abide by any additional conditions that may be imposed to utilize the website, including without limitation: providing any required certifications electronically; providing any required or requested consumer disclosure, authorization, resume, employment or lease/rental application, or other related consumer information electronically; and maintaining strict security protocols, policies, procedures and controls to assure that only authorized users are able to access the Barada system, and only for permissible, proper, legal and authorized purposes. Use of a Barada website also constitutes express agreement to the websites terms and conditions contained therein at the time of each use.

**8. Background Check Information Forms**

An important part of Client's (including Client's End-Users) screening program involves compliance with various state and federal laws, which is why Barada makes available certain forms, both electronically and as paper forms, regarding the requirements of the Federal Fair Credit Reporting Act ("FCRA"). Such documents were not created as, nor are they intended to be used as, employment, tenant/rental, or other application forms. Any information, templates and/or forms made available by Barada are not offered as legal advice but are instead offered for informational purposes only. Such information, templates and/or forms are therefore not intended as a substitute for the legal advice of a lawyer knowledgeable regarding the user's individual circumstances or to provide legal advice. Barada makes no assurances regarding the

accuracy, completeness, or utility of such information, templates and/or forms. Barada makes no express or implied representations or warranties regarding such information, templates and/or forms, including any warranty of merchantability or fitness for any particular purpose. Legislative, regulatory and/or case law developments regularly impact on general research and the services provided by Barada to Client, and this area is evolving rapidly and frequently changes. Client and/or its End-Users (if applicable) are not required to utilize the sample forms or templates provided by Barada. Client (and its End-Users if applicable) can modify the forms and templates and the content of such forms and templates, or use their own forms and templates in their entirety. The final form and content of any forms or templates used by Client and its End-Users is Client's and its End-Users' sole responsibility and Barada shall not be held responsible or liable for their form or content or for any consequences arising out of their use. While Barada provides Client with such information, templates and/or forms, it is Client's and its End-Users' responsibility to comply with all applicable laws and to understand how the FCRA and other applicable laws pertain to specific screening program. Client and its End-Users should consult their own legal counsel regarding their legal obligations and the sufficiency of any form they use.

**9. Ancillary Services**

Any ancillary services provided by Barada, including, without limitation, providing or hosting Client's compliance-related forms, including without limitation consumer disclosures, authorizations, and adverse action notices; and background check information forms, resumes, and employment, tenant/rental or other applications, is purely clerical in nature and will be performed by Barada solely on behalf of and for the benefit of the Client. Client retains sole responsibility at all times for complying with all Applicable Laws related to these items, whether they are applied or used by Client or its vendors. All information collected and decisions made, including hiring for employment, hiring for other purposes, renting/leasing, contracting and site-access decisions, are made solely by Client and not by Barada. Client assumes full responsibility for compliance with all Applicable Laws and for any hiring for employment, hiring for other purposes, renting/leasing, contracting and site-access decisions, and will indemnify and hold Barada and its affiliated entities harmless from

any and all claims, losses, damages and any costs (including attorneys' fees and court costs) that may be related to or arise from the services listed above provided by Client or its vendors. International, federal, state and local laws, regulations and ordinances may restrict Client's use of the information provided and Barada's reporting of certain information, including the type of information and age of information reported.

#### **10. Access Security Requirements**

Client agrees to: (i) have reasonable procedures for the fair and equitable use of consumer information and to secure the confidentiality of sensitive, personal and private information; and (ii) take precautionary measures to protect the security and dissemination of all consumer information including, without limitation, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports. As a condition of entering into this Agreement, Client certifies that prior to ordering any consumer information from Barada, Client will have in place reasonable procedures designed to comply with all applicable local, state, federal and international laws. Client also certifies that for a period of six (6) years from the date a report was received from Barada it will retain a consumer's signed disclosure and authorization, and any related information such as resume and employment application, and will make such documents and information available to Barada upon request. The Parties acknowledge they must work together to protect the privacy of consumers and reduce unauthorized access to consumer information. End-User agrees to take reasonable procedures to limit access to the Barada system and protect its account numbers and passwords so that only key personnel employed by Client know this sensitive information, including not posting this information anywhere in the facility. Client will change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties. Client will restrict the ability to obtain consumer information to as few key personnel as is feasible. Client will assign each user of its system access software a unique logon password. Client will not allow any of its users to share a logon password and will immediately notify Barada, in writing, if any user ceases employment with Client or otherwise loses Barada system access privileges. Barada

reserves the right to unilaterally revoke any user's access rights at its sole discretion. If Client's hardware upon which Barada system has been accessed, is no longer being used or is being disposed of, or if any password has been compromised or believed to be compromised in any way, Client shall change its relevant passwords immediately. Client shall not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee or representative of Barada.

#### **11. Talx Reports**

If products and services provided to Client include The Work Number reports from Talx Corporation, a provider of Equifax Verification Services ("EVS"), Client hereby acknowledges that in accordance with EVS requirements, Client agrees to comply with EVS requirements attached hereto as Exhibit A and incorporated hereby by reference.

#### **12. Indemnification**

Client shall indemnify, defend, and hold Barada, its affiliated entities and representatives, and their data providers, harmless from and against any and all causes, actions, claims, litigation, demands, liabilities, loss, damage, cost, or expense of whatsoever kind and nature, including but not limited to attorneys' fees and court costs, which may be asserted against Barada, its affiliated entities and/or its data providers or which Barada, its affiliated entities, and/or its data providers may sustain or incur at any time by reason or in consequence of Client's request for and/or use of Barada' Services and/or reports or arising out of or resulting from any misrepresentation or breach by Client of any provision contained within this MSA, any Service Addendum, Local Country Agreement and/or amendment and/or addendum to such agreements. In particular, but without limiting the generality of the foregoing indemnification, Client will defend, hold harmless, and indemnify Barada, its affiliated entities, and its data providers from and against all claims or actions asserted or brought against Barada, its affiliated entities, and/or its data providers by any third party resulting from or arising out of any asserted: (i) violation by Client of any Federal, State, and local statutes, regulations, rules, ordinances and/or court orders (collectively referred to as "Applicable Laws"), including without limitation the Fair Credit Reporting Act (15 USC § 1681, et seq.), the Fair Housing Act (42 USC § 3601, et seq.), and/or the Gramm-Leach-Bliley Act (15 USC, §6801 et seq.), as

such are from time to time amended, governing reporting of public records and other information on individuals and/or entities to Client; (ii) violation by Client of previously communicated data sources requirements and/or laws governing the disclosure records provided by the various jurisdictions or third party vendor to Barada; (iii) negligent, or intentional action or inaction by Client relating to the Services and/or reports obtained from Barada; (iv) a Security Event; (v) if applicable, the content of information hosted by Barada for Client; and/or (vi) if applicable the administration of Client's adjudication matrix and/or criteria by Barada. A Security Event shall be defined as the unauthorized acquisition or access of or to personally identifiable information made available through the provision of the Services, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use while in the possession or under the control of Client.

Barada does not guarantee Client's compliance with any Applicable Laws in its request for or use of Barada services and/or consumer information provided by Barada, and does not provide legal or other compliance-related services upon which Client may rely in connection with any information provided. Any conversation or communication with a Barada representative regarding the use of Barada services and/or any consumer information provided or offered by Barada, or any other matter, are not to be considered a legal opinion and/or advise. Barada does not render any opinions and/or advice, legal or otherwise, regarding consumer information, consumer reports, investigative consumer reports, a consumer, or whether a consumer should be hired, rented/leased to, or otherwise engaged in any relationship or transaction; and Client understands and agrees that it retains final responsibility for the verification of identity and decision concerning status or fitness of any consumer. Barada recommends that Client consult with its own legal counsel regarding End-Users' requests for and use of the Service and/or consumer information, and Client's reliance on the Service and/or consumer information reported, for each of Client's intended purposes.

### **13. Early Termination**

Except as otherwise set forth herein, Barada may terminate or suspend, upon notice to Client, this Master Agreement and/or any and all Service Addendums, Local Country Agreement

or Client's right to receive any or all services and/or reports under this Master Agreement, any Service Addendum and/or Local Country Agreement if Client fails to comply with any of the terms and conditions of this Master Agreement, Service Addendum and/or Local Country Agreement. Barada may terminate or immediately suspend this Master Agreement, any and all Service Addendums, Local Country Agreement and/or Client's right to receive any or all services and/or reports under this Master Agreement, any Service Addendum and/or Local Country Agreement, if Client fails to comply with any Applicable Laws relating to this Master Agreement or the services and/or reports provided to Client pursuant to this Master Agreement any and all Service Addendums and/or Local Country Agreement. This Master Agreement, Service Addendums and Local Country Agreement shall automatically terminate and be of no further force and effect if Client files any voluntary petition under any bankruptcy, reorganization or insolvency law of any jurisdiction, consents to or applies for appointment of a trustee, receiver, custodian or similar official for itself or all or substantially all of its assets, makes any assignment for the benefit of creditors or other arrangement or composition under any laws for the benefit of the insolvent, adopts a resolution for discontinuance of its business or if an order for relief is entered against Client under any bankruptcy, reorganization or insolvency law or any jurisdiction or any case, proceeding or other action seeking such order remains un-dismissed for thirty (30) days after its filing.

### **14. Acts of God (Force Majeure)**

Barada shall not be liable for damages or costs, for its inability to perform, or for any delay in performing, any of its obligations under this Master Agreement, Service Addendums and/or Local Country Agreement if that inability or delay is caused by a force majeure event, including, but not limited to, fire, equipment failures, failures or fluctuations in electrical power, lightning, telecommunications failure (including, without limitation, Internet failures), government action, Barada's inability to acquire data, services, or other products on terms anticipated by Barada, or for any other casualty or cause beyond its control. Such nonperformance shall not be a default hereunder and Barada's performance shall be excused, provided that it notifies Client as soon as practicable of the existence of such condition and uses reasonable

efforts to resume performance as soon as practicable.

**15. Notices**

Any notice or other communication required or permitted under this Master Agreement or any Service Addendum shall be sufficiently given if delivered in person or sent by facsimile, by overnight courier of national reputation or by registered or certified mail, postage prepaid, and addressed to the recipient Party as follows:

If to Client:

\_\_\_\_\_  
\_\_\_\_\_

(Client Address)

If to Barada: Barada Associates Inc.  
130 East Second Street  
Rushville, IN 46173  
  
Attention: Business Office

or to such other address or number as shall be furnished in writing by any such Party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date delivered in person or sent by facsimile, one day after deposition with an overnight courier or four (4) business days after deposit into the U.S. mail.

**16. Audit**

Barada, or its designee, may upon reasonable prior written notice and during Client's regular business hours, audit the books and records of Client for the purpose of verifying Client's compliance with this Master Agreement, Service Addendum and/or Local Country Addendum.

**17. Waiver**

A delay or omission by either Party to exercise its rights upon any event of noncompliance or default by the other Party shall not impair any such right or be construed to be a waiver thereof. A waiver by either of the Parties of any of the duties, conditions, or agreements of the other Party shall not be construed to be a waiver of any succeeding breach thereof or of any duty, condition, or agreement herein. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to any Party at law or in equity.

**18. Governing Law**

This Master Agreement and all Service Addendum shall be governed in accordance with the laws of the United States of America and the State of Indiana, without reference to its choice of law provisions. In the event of litigation arising out of or connected with this Master Agreement and/or any Service Addendum, Barada and Client agree that the state or Federal courts located in the State of Indiana shall have exclusive jurisdiction, and Client specifically subjects itself to the personal jurisdiction of said courts in the same manner as if this Master Agreement and all Service Addendum had been executed and/or was to be performed in the State of Indiana.

**19. Severability**

All sections, clauses, and covenants contained in this Master Agreement and all Service Addendum are severable, and in the event any of them shall be held to be invalid by any competent court, this Master Agreement and all Service Addendum shall be interpreted as if such invalid sections, clauses, or covenants were not contained herein, without invalidating the remainder of this Master Agreement and/or any Service Addendum, which shall remain in full force and effect. Each provision of this Master Agreement and each Service Addendum, which provides for a limitation of liability, disclaimer of warranties, or exclusion of remedies is severable from and independent of any other provision

**20. Relationship of Parties**

Barada is acting only as an independent contractor. Neither Party shall act nor represent itself, directly or by implication, as an agent of the other. Each Party shall be responsible for the direction and control of its employees, subcontractors, and/or consultants and nothing under this Master Agreement or Service Addendum shall create any relationship between the employees, subcontractors and/or consultants of Barada and Client respectively.

**21. Class Action/Collective Action and Jury Trial Waivers**

Neither Client nor Barada may serve as a representative, a private attorney general, or in any other representative capacity. The Parties agree that each may bring claims against the other, including, without limitation, their affiliates, only in an individual capacity and not as a plaintiff or class member in any purported class, consolidated, mass, collective action or

representative proceeding. **The parties knowingly and voluntarily waive any right that they may have to a jury trial in connection with any claim, action or lawsuit relating to this Master Agreement and each Service Addendum. This means that any such claim or action will be heard by and tried before a judge.**

**22. No Third Party Beneficiaries**

This Master Agreement and each Service Addendum are for the benefit of the Parties hereto and thereto and are not intended to confer any rights or benefits on any third party, including, without limitation, any employee, prospective employee, agent, or shareholder of Client, and the Parties agree that no other person or entity shall have or acquire any right by virtue of this Master Agreement or any Service Addendum. The foregoing notwithstanding, the affiliates of Barada are hereby expressly made third party beneficiaries of this Master Agreement.

**23. Survival**

The provisions of the following sections of this Master Agreement shall survive any termination or expiration of this Master Agreement: Sections 2 through 7; 11; 12; 14 through 25; 28; 30; 31; and 33 through 37.

**24. Binding Nature and Assignment**

Client may not assign or transfer this Master Agreement or any rights or obligations under this Master Agreement or any Service Addendum without the prior written consent of Barada, which may be withheld at Barada's sole discretion. This Master Agreement and each Service Addendum will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

**25. Preservation of Rights**

The exercise of any rights of enforcement or other remedies stated herein shall not preclude, or be deemed a waiver of, any other enforcement rights or remedies available to either Client or Barada under law or otherwise, and each of Client or Barada expressly reserves its rights in respect of such additional rights and remedies.

**26. Additional Documents**

The Parties hereto agree to execute any additional documents reasonably required to effectuate the terms, provisions and purposes of this Master Agreement and each Service Addendum.

**27. Counterparts**

This Master Agreement and each Service Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Execution of this Master Agreement at different times and places by the Parties hereto shall not affect the validity hereof.

**28. Captions**

The captions in this Master Agreement and each Service Addendum are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Master Agreement or any Service Addendum.

**29. Representation of Authority**

Client hereby represents and warrants to Barada that this Master Agreement, each Service Addendum and/or Local Country Agreement has been duly executed and delivered by Client and that this Master Agreement, each Service Addendum and Local Country Agreement constitute a legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws and equitable principles relating to or affecting the right of creditors generally from time to time in effect. Furthermore, the person executing this Agreement: (i) read and understands Client's obligations and duties hereunder, (ii) has direct knowledge of the facts and representations made by Client under this Agreement; and (iii) has the authority to sign this Agreement on behalf of Client. Barada hereby represents and warrants to Client that this Master Agreement, each Service Addendum and/or Local Country Agreement has been duly executed and delivered by Barada and that this Master Agreement, each Service Addendum and/or Local Country Agreement constitutes a legal valid and binding obligation of Barada, enforceable against Barada in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws and equitable principles relating to or affecting the right of creditors generally from time to time in effect.

**30. Entire Agreement**

This Master Agreement, Service Addendums, Local Country Agreement and the exhibits attached hereto and thereto constitute the final, entire, and exclusive agreement between the Parties with respect to the subject matter



contained herein and therein. There are no representations, warranties, understandings or agreements among the Parties with respect to the subject matter contained herein and therein, which are not fully expressed in the Master Agreement, Service Addendums, Local Country Agreement and the exhibits attached hereto and thereto. This Master Agreement, Service Addendums, Local Country Addendum and the exhibits attached hereto and thereto supersede all prior agreements and understandings between the Parties with respect to such subject matter. This Master Agreement, Service Addendum and Local Country Agreement may only be amended by a written instrument signed by all Parties to this Agreement.

**31. Affiliates**

Each Party shall ensure that each of its affiliates accepts and complies with all of the terms and conditions of this Master Agreement, each Service Addendum and Local Country Agreement as if each such affiliate were a party to this Master Agreement, each Service Addendum and Local Country Agreement.

**32. Facsimile Signature**

The Parties agree that this Master Agreement, each Service Addendum, Local Country Agreement and all agreements and other documents to be entered into in connection with this Master Agreement, each Service Addendum and Local Country Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

**33. Press Releases**

Client agrees to participate in press release and case studies regarding the business relationship with Barada and use of Barada's services. Press releases and case studies may include but will not be limited to Client's name and logo, brand, trademark or other reference to Client. Client grants to Barada the right to use the Client's trademarks, for the term contained herein, in connection with press releases, case studies or website marketing, advertisement, promotion, sale, and distribution of Barada's services. Prior written notice of use shall be provided to Client by Barada and Client's written approval is necessary for any press releases or case studies. Approval and consent by Client shall not be unreasonably withheld and must be provided within ten (10) days or it will be assumed to be granted.

**34. Construction**

The Parties agree that this Master Agreement is the result of careful negotiations between sophisticated parties and thus any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement, shall not apply to the terms and conditions of this Master Agreement. The headings of Sections in this Master Agreement are provided for convenience only and will not affect its construction or interpretation. All words used in this Agreement will be construed to be of such number as the circumstances require. The words "include" or "including" do not limit the preceding words or terms.

**35. Attorneys' Fees and Court Costs**

Except as otherwise set forth herein, each Party shall be responsible for its own attorneys' fees and any court costs.

**36. Non-Disclosure of the Terms of the Master Agreement, Service Addendums and Local Country Agreement**

Except as otherwise required under applicable law, Client agrees not to disclose the terms of this Master Agreement, any Service Addendum and Local Country Agreement to any other person or entity.

**37. Confidentiality**

All Confidential Information as defined below, and all materials containing them, are confidential and will remain the exclusive property of Barada or Client, as applicable (hereinafter "Owner"). Except as is necessary to perform each Party's respective obligations under the terms and conditions of this Agreement or as otherwise provided in a specific service addendum, receiving Party will hold Owner's Confidential Information in strict confidence, and will not sell, use, reproduce, disclose, publish or distribute the Confidential Information, or any materials containing them, and will take actions reasonably necessary to protect Confidential Information. Receiving Party's obligations regarding Confidential Information, as defined below, are effective during the term of this Agreement and for one (1) years from the date of termination thereof, regardless of cause.

Confidential Information means: any customer list and pricing, supplier list and costs, contract, proposal, technical and non-technical data, formula, pattern, design, compilation, computer

program, software, device, invention, method, technique, drawing, process, product information and plan, service information and plan, research and development, financial information and plan, knowledge, information, product improvement plan and process improvement plan which derives actual or potential independent economic value from not being generally known to and not being easily ascertainable by proper means by other persons who can obtain economic value from disclosure or use thereof, and is treated as confidential by Owner; and any information that has been disclosed to Owner by a third party that Owner is obligated to treat as a confidential;

Confidential Information does not include any information that is already known to the receiving Party at the time it is disclosed; or before being sold, used, reproduced, disclosed, published or distributed by receiving Party, has: become generally known to the public through no wrongful act of receiving Party; been rightfully received by receiving Party from a third party without restriction on disclosure and without breach of an obligation of confidentiality running directly or indirectly to Owner; been approved for release to the general public by a written authorization of Owner; been independently developed by receiving Party without use, directly or indirectly, of Confidential Information; or been furnished to a third party by Owner without restrictions on the third party's right to sell, use, reproduce, disclose, publish or distribute the information.

Notwithstanding anything to the contrary herein, in no event will Barada be required to destroy, erase or return any consumer information, including without limitation consumer

reports and investigative consumer reports, in Barada's files, except as may be required by applicable law. Barada may use Client's order, service or profile data for statistical purposes.

**38. Penalty under the FCRA**

The FCRA imposes criminal penalties – including a fine, up to two years in prison, or both against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose. Client represents and warrants that it shall use all such consumer information for lawful purposes.

## Exhibit A EVS Terms and Conditions

EVS Employment Information (as defined below) will be received by Client through Barada subject to the following conditions (the "Terms and Conditions"):

1. Any information services and data originating from EVS (the "EVS Employment Information") will be requested only for Client's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of Client will request EVS Employment Information on Client's employees, and employees will be forbidden to obtain EVS Employment Information on themselves, associates or any other persons except in the exercise of their official duties. Client will not disclose EVS Employment Information to the subject of the EVS Employment Information except as permitted or required by law, but will refer the subject to EVS.
2. Client will hold EVS and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of EVS Employment Information by Client, its employees or agents contrary to the conditions of Section 1 above or applicable law.
3. Client recognizes that EVS does not guarantee the accuracy or completeness of EVS Employment Information and Client releases EVS and EVS's agents, employees, affiliated credit reporting agencies and independent contractors from any liability, including negligence, in connection with the provision of EVS Employment Information and from any loss or expense suffered by Client resulting directly or indirectly from EVS Employment Information. Client covenants not to sue or maintain any claim, cause of action, demand, cross- action, counterclaim, third-party action or other form of pleading against EVS, EVS's agents, employees, affiliated credit reporting agencies, or independent contractors arising out of or relating in any way to the accuracy, validity, or completeness of any EVS Employment Information.
4. Client will be charged for the EVS Employment Information by CRA, which is responsible for paying EVS for the EVS Employment Information; provided, however, should the underlying relationship between Client and CRA terminate at any time during the term of this Agreement, charges for the EVS Employment Information will be invoiced to Client, and Client will be solely responsible to pay EVS directly.
5. Fair Credit Reporting Act Certification. Client certifies that it will order EVS Employment Information, which is a consumer report as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq., only when Client intends to use the EVS Employment Information: (a) in accordance with the FCRA and all state law counterparts; and for the following permissible purpose: for employment purposes; provided, however, that Client certifies that, before ordering EVS Employment Information to be used in

connection with employment purposes, it will clearly and conspicuously disclose to the Consumer, in a written document consisting solely of the disclosure, that Client may obtain EVS Employment Information for employment purposes, and will also obtain the Consumer's written authorization to obtain or procure EVS Employment Information relating to that Consumer. Client further certifies that it will not take adverse action against the Consumer based in whole or in part upon the EVS Employment Information without first providing to the Consumer to whom the EVS Employment Information relates a copy of the description of the Consumer's rights as prescribed by the Consumer Financial Protection Bureau ("CFPB") under Section 609(c)(3) of the FCRA, and also will not use any EVS Employment

Information in violation of any applicable federal or state equal employment opportunity law or regulation. Client will use EVS Employment Information ordered under this Agreement for the foregoing purpose and for no other purpose. Client acknowledges that it has received from Barada a copy of the consumer rights summary as prescribed by the CFPB.

It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." EVS may periodically conduct audits of Client regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by email whenever possible and will require Client to provide documentation as to permissible use of particular EVS Employment Information. In addition, Barada will be required to provide documentation indicating CRA validated the legitimacy of Client prior to contract execution and will also provide a copy of agreement between Barada and Client. Client gives its consent to EVS to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Client's material breach of this Agreement, constitute grounds for immediate suspension of the Service or termination of this Agreement. If EVS terminates this Agreement due to the conditions in the preceding sentence, Client (i) unconditionally releases and agrees to hold EVS harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against EVS in connection with such termination.

Vermont Certification. Client certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order EVS Employment Information relating to Vermont residents

that are consumer reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Client has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Client further certifies that a copy of Section 2480e of the Vermont Fair Credit Reporting Statute, attached hereto as Exhibit A-1, was received from Barada.

Client will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act and any amendments to it, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the Consumer.

6. Data Security. This Section 6 applies to any means through which Client orders or accesses EVS Employment Information including, without limitation, system-to-system, personal computer or the Internet. The term "Authorized User" means an employee of Client that Client has authorized to order the EVS Employment Information and who is trained on Client's obligations under this Agreement with respect to the ordering and use of the EVS Employment Information, including Client's FCRA and other obligations with respect to the access and use of consumer reports.

a) With respect to handling the EVS Employment Information, Client agrees to:

- ensure that only Authorized Users can order or have access to EVS Employment Information,
- ensure that Authorized Users do not order EVS Employment Information for personal reasons or provide them to any third party except as permitted by this Agreement,
- inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
- ensure that all devices used by Client to order or access the EVS Employment Information are placed in a secure location and accessible only by Authorized Users and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
- take all necessary measures to prevent unauthorized ordering of EVS Employment Information by any persons other than Authorized Users for permissible purposes, including, without limitation,
- limiting the knowledge of the Client security codes, member numbers, User IDs, and any passwords Client may use (collectively, "Security Information"), to those individuals with a need to know, (b) changing Client's user passwords at least every ninety

(90) days, or sooner if an Authorized User is no longer responsible for accessing the EVS Employment Information, or if Client suspects an unauthorized person has learned the password, and (c) using all security features in the software and hardware Client uses to order EVS Employment Information,

- in no event access the EVS Employment Information via any hand-held wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, and portable data terminals,
- not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store EVS Employment Information.
- encrypt EVS Employment Information when it is not in use and with respect to all printed EVS Employment Information store in a secure, locked container when not in use and completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,
  - (1) if Client sends, transfers or ships any EVS Employment Information, encrypt the EVS Employment Information using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key encrypted algorithms,
  - (2) monitor compliance with the obligations of this Section 6, and immediately notify EVS if Client suspects or knows of any unauthorized access or attempt to access the EVS Employment Information, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,
- not ship hardware or software between Client's locations or to third parties without deleting all Security Information and any EVS Employment Information,
- if Client uses a Service Provider to establish access to EVS Employment Information, be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards Security Information through the use of security requirements that are no less stringent than those applicable to Client under this Section 6,

- use commercially reasonable efforts to assure data security when disposing of any consumer information or record obtained from the EVS Employment Information. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Client's activities (e.g. the Consumer Financial Protection Bureau, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.
  - use commercially reasonable efforts to secure EVS Employment Information when stored on servers, subject to the following requirements: (i) servers storing EVS Employment Information must be separated from the internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect EVS Employment Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing EVS Employment Information, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security specific system patches, as they are available,
  - not allow EVS Employment Information to be displayed via the internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices, and
  - use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by EVS.
- b) If EVS reasonably believes that has violated this Section 6, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Client and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Client's network security systems, facilities, practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Client's compliance with the data security requirements of this Section 6.
7. Client certifies that it has received and read the "Notice to Users of Consumer Reports, Obligations of Users" which explains Client's obligations under the FCRA as a user of consumer information.

**Exhibit A-1 to EVS Terms and Conditions  
State Compliance Matters  
Vermont Fair Credit Reporting Contract Certification**

The undersigned, \_\_\_\_\_ ("Client"), acknowledges that it subscribes to receive various information services from TALX Corporation, a provider of Equifax Verification Solutions ("EVS") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Client's continued use of EVS information services in relation to Vermont consumers, Client hereby certifies as follows:

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

Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Account Number: \_\_\_\_\_

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

**Please also include the following information:**

Compliance Officer or Person Responsible for Credit Reporting Compliance:

Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Account Number: \_\_\_\_\_

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

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

### **§ 2480e. Consumer consent**

1. A person shall not obtain the credit report of a consumer unless:
    - a) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
    - b) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
  2. Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
  3. Nothing in this section shall be construed to affect:
    - a) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
    - b) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Consumer Financial Protection Bureau.
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**VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\* AGENCY 06. OFFICE OF THE  
ATTORNEY GENERAL  
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION  
CHAPTER 012. CONSUMER FRAUD--FAIR CREDIT REPORTING RULE CF 112 FAIR CREDIT  
REPORTING  
CVR 06-031-012, CF 112.03 (1999)  
CF 112.03 CONSUMER CONSENT**

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