

EMPLOYMENT SCREENING SERVICE ADDENDUM

This Employment Screening Service Addendum ("Addendum") is entered into as of _____ ("Effective Date") pursuant to the terms and conditions of the Master Service Agreement ("MSA") entered into by the parties on _____ by and between Barada Associates, Inc. ("Barada Associates") and _____ ("Client"). All of the terms of the MSA are incorporated herein by reference. The Parties hereby acknowledge and agree to the following terms and conditions of this Addendum:

1. Description of Services

During the Term of this Addendum (as defined below), and in accordance with the terms of this Addendum, the MSA and Applicable Law (as defined below), Client may order Consumer Reports and/or Investigative Consumer Reports ("Reports") from Barada Associates for "employment purposes" as that term is defined under the Fair Credit Reporting Act 15 USC 1681 et. seq. ("FCRA") including but not limited to: evaluating the subject of the report ("Consumer") for employment, promotion, reassignment, or retention as an employee, volunteer, or as an independent contractor ("Employment Purposes"). Client certifies that Client will order and use Reports for Employment Purposes only and for no other purpose. Reports contain the information and services listed in Schedule A. Barada Associates may modify the scope of Services at any time effective upon notice to Client. Terms used in this Addendum but not otherwise explicitly defined shall have the meaning ascribed to them under the FCRA. The Services to be provided pursuant to this Addendum shall not be deemed to constitute a bulk sale of data.

2. Term

Unless sooner terminated by a Party as set forth herein or in the MSA, the initial term of this Addendum shall be for a period of three (3) years from the Effective Date ("Initial Term") and shall be extended for successive one (1) year periods unless terminated by a Party with sixty (60) days advance written notice given to the other Party's prior to the end of the Initial Term or any renewal term or extension thereof. The Initial Term and any extension of renewal thereof are hereinafter collectively referred to as the "Term."

3. Account Activation

Barada Associates requires and Client agrees to provide and to keep current the client information required in the Client Application and Information Form which may be modified by Barada Associates from time to time. Client's account will not be activated, and the services contemplated hereunder will not be available to Client until and unless all credentialing requirements in such form have been satisfied and continue to be satisfied by Client to the satisfaction of Barada Associates.

4. Legal Compliance

a) Client acknowledges that it will comply with all Federal, state and local laws, statutes, regulations, rules, ordinances and/or court orders (collectively referred to as "Applicable Law") and other compliance requirements from Barada Associates' third party vendors (including but not limited to requirements from the credit bureaus) when using Reports provided pursuant to this Addendum and the MSA. Applicable laws shall include but not be limited to: the Federal Fair Credit Reporting Act, the Americans With Disabilities Act, the Drivers Privacy Protection Act, the Gramm-Leach-Bliley Act and federal and state employment laws and other applicable laws, statutes regulations, rules, ordinances and/or court orders including but not limited some state laws which limit the use of credit information in connection with employment decisions. Applicable laws shall also

include all applicable national, provincial, territorial or local laws of foreign jurisdictions.

b) Client agrees that each time it orders a Report, the order constitutes Client's reaffirmation of its certifications in "Employer Certification" (attached hereto as Exhibit A and incorporated herein by references) and TransUnion Access Security Requirement (if clients obtain TransUnion reports) with respect to such Report. Furthermore, Client acknowledges that, upon 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 (a "Security Event"), Client shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in Barada Associates' reasonable discretion. Client agrees that such notification shall not reference Barada Associates or the product through which the data was provided, nor shall Barada Associates be otherwise identified or referenced in connection with the Security Event, without Barada Associates' express written consent. Client shall provide samples of all proposed materials to notify Consumers and any third-parties, including regulatory entities, to Barada Associates for review and approval prior to distribution. Client shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Client shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees and court cost), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent that any claims are brought against Barada Associates, shall indemnify Barada Associates from such claims

c) Client acknowledges it has received a copy of the Consumer Financial Protection Bureau ("CFPB") "Summary of Consumer Rights" (attached hereto as Exhibit B), Notice to Users of Consumer Reports (attached hereto as Exhibit C), Remedying the Effects of Identity Theft (attached hereto as Exhibit D) and "Using Consumer Reports: What Employers need to Know" <http://www.ftc.gov/bcp/edu/pubs/business/credit/bus08.shtm>. The full text of the FCRA and GLB can be obtained from the Federal Trade Commission website at <http://www.consumer.ftc.gov/sites/default/files/articles/pdf/pdf-0111-fair-credit-reporting-act.pdf>, as such web site may be changed from time to time

d) If Reports include Motor Vehicle Reports ("MVRs"), Client shall be responsible for understanding and for staying current with all specific state forms, certificates

of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") from which it will order MVRs and shall use MVRs only for purposes permitted by the DPPA and any equivalent state laws, including but not limited to, Act 465 of the 1977 Acts of Arkansas, and obtain the written authorization of the Consumer before ordering such MVR.

Client shall not retain or store any Barada Associates provided MVR, or portions of information contained therein, in any database or combine such information with data in any other database, provided that, Client may keep a copy of a Consumer's MVR in the Consumer's personnel/volunteer file.

As requested by Barada Associates, Client shall complete any Specific State Forms that Barada Associates is legally or contractually bound to obtain from Client before serving Client with state MVRs and certifies that it has or will file such Specific State Forms required by individual states.

All employees, officers, staff and temporary employees of Client that receives and has access to MVRs from Barada Associates shall be bound by similar confidentiality obligations to those contained in the MSA. Client shall at all times maintain safeguards and procedures to ensure the security and protection of data and documents furnished by Barada Associates. Minimum security measures shall include controlling access to data storage and production areas, secure destruction of data and documents, and other reasonable security measures. For any MVRs distributed to Client via the internet, Client must use a web server that supports and enables Secure Socket Layer (SSL), password-protected client login and password information and then-current encryption technology. Client may only distribute MVRs to its employees using a web server that supports and enables SSL, password-protected login and password information and then-current encryption technology.

- e) Client certifies that it shall hold the Reports in strict confidence and not disclose the Reports to any party not involved in the current employment decision. Furthermore, Client shall not use the data from the Reports to create, compile, or maintain a database other than for internal business purposes only.
- f) Client shall comply with all relevant privacy and antidiscrimination laws in using any information provided by Barada Associates. Any adjudication matrix or instructions relating to Client's use of Barada Associates system that Client has provided to Barada Associates for use in adjudicating background reports or implementing the services provided by such system have been reviewed by Client's legal counsel and comply with federal, state, and local privacy and anti-discrimination laws, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq.; New York State General Business Law §§ 380 et seq.; New York Executive Law §§ 296(1), (15) and (16); New York Correction Law §§ 752-53; and New York City Administrative Code § 8-107(10). Client acknowledges that Barada Associates has provided the "Notice to Clients Operating within the State of New York", attached hereto as Exhibit E. Client is advised to review such Exhibit prior to its execution of this Addendum.
- g) Client shall comply with the Vermont Fair Credit Reporting Act, 9 V.S.A. § 2480e, by securing the written

consent of the Consumer prior to ordering a Consumer Report on a Vermont resident.

- h) Client acknowledges that Barada Associates may be required to respond to data subjects' requests for access and correction, amendment or deletion of their personal information which Barada Associates holds.
- i) All written Consumer authorizations required by this Addendum and/or by Applicable Law, along with all adverse action letters provided to Consumers and Consumer applications, including copies of government-issued identification needed to verify the identity of the applicant, shall be retained by Client for a reasonable period of time, but not less than five (5) years, and evidence of such documents shall be made available for inspection by Barada Associates or its designee upon demand.

5. Client Obligations

- a) Client agrees it is the End-User of all Reports, and will not resell, sub-license, deliver, display, or otherwise distribute any Report, or provide any information in any Report, to any third party, except to the Consumer or as otherwise required under law.
- b) Client agrees not to market the Consumer Reports through the Internet. Client represents and warrants that Client's use of the Reports shall be for only legitimate business purposes relating to its business and as otherwise governed by this Addendum.
- c) Barada Associates may impose additional requirements in order to comply with changes in laws, regulations or as required under the circumstances. Client agrees to comply with all such additional requirements after Client has received notice of the same and any additional fees or costs for such compliance shall be passed through to Client. Barada Associates may at any time mask or cease to provide Client access to any services or portions thereof which Barada Associates may deem, in Barada Associates' sole discretion, to be sensitive or restricted information due to legal, regulatory or other required obligations.
- d) Client shall not remove or obscure the copyright notice or other notices contained on materials assessed through the services.
- e) Client shall train employees prior to allowing access to services on Client's obligations under this Addendum, including but not limited to, the requirements and restrictions under this Section 3 and the security requirements of the MSA and any TransUnion if TransUnion reports are obtained through Barada Associates. Client shall conduct a similar review of its obligations under this Addendum with existing employees who have access to services no less than annually. Client shall keep records of such training.

6. Fees

Client shall pay Barada Associates for all services as outlined in Schedule A attached hereto.

7. Criminal Record Searches and National Criminal Database Checks

Barada Associates recommends that any criminal record search minimally include county court criminal record searches, state criminal record database searches and/or checks (where available), federal court record database checks, and national criminal database checks, conducted on the consumer's current name and any and all former names, aliases, and AKAs, and wherever the applicant has lived, worked and studied. Barada Associates will not be held

responsible or liable for any criminal record that exists in a court, law enforcement or proprietary criminal record database that Client did not include in its request or procurement order made to Barada Associates, or that is not legally reportable by Barada Associates under federal, state or local consumer reporting law.

In the course of providing the consumer information requested by Client, Barada Associates may uncover active arrest warrants which are outstanding against a consumer. In these cases, Barada Associates may be contacted by the law enforcement agency seeking the consumer. Barada Associates will furnish to law enforcement any information contained within the consumer's file to assist in the apprehension of the consumer by law enforcement agencies. Barada Associates will cooperate with a law enforcement agency's request that Barada Associates not inform Client or the consumer that this information was provided to the agency in order to prevent any potential adverse impact of such disclosure on the agency's consumer apprehension efforts.

8. Representations

Client acknowledges and agrees that (a) when providing Consumer Reports and/or Investigative Consumer Reports for a Permissible Purposes as defined under the Federal Fair Credit Reporting Act, Barada Associates is acting as a Consumer Reporting Agency and/or Investigative Consumer Reporting Agency and that Barada Associates makes no representations nor warranties regarding the credit-worthiness of or suitability for employment of any individual, (b) Client will use Barada Associates' services at its own risk and peril, (c) Client will bring no action or claim, and hereby irrevocably and completely waives and releases all future actions and claims against Barada Associates and its affiliates for any injury or damage consequent to the provision, non-provision or use of Barada Associates' services and/or reports, (d) due to the organization of criminal records and/or the nature of the query, there will be instances where no criminal information is reported with regard to persons who in fact have criminal records, (e) there is a wide diversity in the types of criminal records made available by various jurisdictions and in the content of such records, and (f) due to the organization of criminal records and/or the nature of the query, there will be instances where identifying information appears to match the applicant on which a consumer report is sought, which information may not pertain to the applicant, and that Client will take independent verification of the information contained in the consumer report and/or

investigative consumer report to ensure that it pertains to the applicant before Client takes any adverse action against the applicant. Barada Associates will use good faith in attempting to obtain data and consumer information from sources deemed reliable. Client acknowledges that consumer information is secured by and through fallible sources, both human and otherwise, and that for the fee charged, Barada Associates cannot guarantee the accuracy and/or completeness of the consumer information furnished. Client acknowledges that data otherwise available from public record sources may be suppressed in Barada Associates products in conformance with applicable data obsolescence laws, applicable law, Barada Associates and/or third party vendors' policies.

9. Authority to Execute Addendum

The person executing this Addendum (i) read and understands Client's obligations and duties hereunder and under the MSA entered between the same parties, (ii) has direct knowledge of the facts and representations made by Client under this Addendum and (iii) has the authority to sign this Addendum on behalf of Client.

10. 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.

11. TU Access Security Requirement.

If Clients request access to TransUnion credit reports, Clients agree to comply with TransUnion Access Security Requirement attached hereto as Exhibit F

12. Exhibits/Schedules

The following exhibits and schedules are attached hereto and incorporated by reference herein.

- Schedule A – Fees & Services**
- Exhibit A – Employer Certification**
- Exhibit B – Summary of Consumer Rights**
- Exhibit C – Notice to Users of Consumer Reports**
- Exhibit D – Remedying the Effect of ID Theft**
- Exhibit E – Summary: A Notice to Clients Operating Within the State of New York**
- Exhibit F – TU Access Security Requirements**

I agree to the above terms and conditions and certify that I am legally authorized to execute this agreement on behalf of Company.

("Client Name")

Signature: _____
Name (Please Print): _____
Title: _____
Date: _____

Barada Associates, Inc.

Signature: _____
Name (Please Print): _____
Title: _____
Date: _____

Schedule A

[Service Proposal Inserted Here As Next Page]

Exhibit A – Employer Certification

As a condition to ordering and obtaining consumer reports and/or investigate consumer reports (“Reports”) from Barada Associates, Inc. (“Barada Associates”), “Client” (defined as the employer/company identified below), agree as follows:

1. Client certifies that the nature of its business is:

2. Client orders Reports from Barada Associates for the following purposes under the FCRA and as such Reports will not be used for any other purpose:

Please check all that apply.

Employment (which includes hiring, promotion, assignment, and retention decisions):

- Pre/Post Employment
- Volunteer
- Visitor
- Contractor

3. Client certifies to Barada Associates that with respect to each Report ordered from Barada Associates:

- a) It will use such Report solely for employment purposes and for no other purpose. Employment purposes include the evaluation of the subject of the report for employment, promotion, reassignment, or retention as an employee, volunteer or independent contractor. The subject of the report (“Applicant”) includes any consumer who is an applicant, potential employee or employee.

- b) Prior to ordering a Report, or causing a Report to be ordered:

- Client has made a clear and conspicuous written disclosure to the Applicant, **in a document consisting solely of the disclosure**, that a Report may be obtained for employment purposes; and
- Client has obtained the Applicant’s written authorization to obtain the Report; such authorization may be in the same document as the disclosure.

- c) **Prior to taking any adverse action** based in whole or in part on the report, Client will provide the following to the Applicant:

- A copy of the Report; and
- A written description of the rights of the Applicant under the Fair Credit Reporting Act (“FCRA”) as prescribed by the Consumer Financial Protection Bureau (“FCRA Summary of Rights”). Barada Associates has provided Client a copy of the FCRA Summary of Rights, and it can be obtained from the CFPB’s website (<http://www.consumerfinance.gov>).

- d) Before Client takes any adverse action against the Applicant based in whole or in part on the Report, Client shall give the Applicant **a reasonable amount of time** after the copy of the Report and FCRA Summary of Rights have been received to dispute the accuracy and completeness of the information in the Report.

- e) If Client takes any adverse action with respect to the Applicant based in whole or in part on any information in the Report, it will provide the Applicant with all of the following:

- Notice of the adverse action;
- Barada Associates’ name, address, and toll-free telephone number;

- A statement that Barada Associates did not make the decision to take the adverse action and is unable to provide the Applicant the specific reasons why the adverse action was taken;
- Notice of the Applicant’s right to obtain a free copy of the Report from Barada Associates if, within 60 days after receipt of the notice, he or she requests a copy from Barada Associates; and
- Notice of the Applicant’s right under the FCRA to dispute with Barada Associates the accuracy or completeness of any information in the Report.

- f) Client will not use any information in the Report in violation of any applicable Federal or State equal employment opportunity law or regulation.

4. In some cases, Client may order a report from Barada Associates for employment purposes that would also constitute an **“investigative consumer report.”** (In general, an investigative consumer report is one in which information has been obtained through personal interviews with friends, neighbors, or associates of the Applicant or others with whom the Applicant is acquainted or who may have knowledge concerning any such items of information, and the information is more than just a verification of facts.) In the event that Client orders from Barada Associates any investigative consumer report, then in addition to the other certifications herein, Client certifies as follows with respect to each investigative consumer report ordered:

- a) Not later than 3 days after the date of requesting such report from Barada Associates, Client will mail or otherwise deliver a written disclosure to the Applicant containing the following information:

- A statement that clearly and accurately discloses that an investigative consumer report on the Applicant may be made and such report may contain information as to his or her character, general reputation, personal characteristics and mode of living (as applicable); and
- A statement informing the Applicant of his or her right to request in writing additional disclosures about the nature and scope of the investigation and a written summary of rights (FCRA Summary of Rights).

- b) Upon written request by the Applicant within a reasonable period of time following the Applicant’s receipt of the disclosure referred to in subsection a. above, Client shall make a complete and accurate written disclosure of the nature and scope of the investigation requested. Client will mail or otherwise deliver the nature and scope disclosure to the Applicant not later than 5 days after the date on which the request for such disclosure was received from the Applicant or such investigative consumer report was first requested, whichever is later.

5. If Client operates in California or orders a report on a California resident, in addition to the other certifications herein Client hereby certifies for each California report ordered from Barada Associates that:

- a) Client will identify Barada Associates including the name, address, and telephone number to the Applicant when it provides the disclosure to or obtain the consent from the Applicant along with a reference to Barada Associates’ privacy policy URL;

- b) It will provide a disclosure with a box that can be checked by the Applicant to indicate that he/she wants to obtain a free copy of the Report and Client will send such a copy within three (3) business days of Client’s receipt of the Report if the box is checked; and

- c) Client will provide the Applicant a summary of his or her rights under California Civil Code Section 1786.22.
 - d) Client is not a retail seller, as defined in Section 1802.3 of the California Civil Code and does not issue credit to consumers who appear in person on the basis of applications for credit submitted in person. Furthermore, if Client becomes a Retail Seller who extends credit in Point of Sale transactions, Client agrees to provide written notice of such to Barada Associates prior to using credit reports with Point of Sale transactions as a Retail Seller, and will comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in the California Civil Code.
 - e) Client will Comply with Section 17786.40, if the taking of adverse action is a consideration
6. Client is aware that in addition to the FCRA and other federal laws, state laws may be applicable to the ordering and use of consumer and/or investigative consumer reports, including but not limited some state laws which limit the use of credit information in connection with employment, and agree to comply with all applicable federal and state laws and any changes or revisions to such laws.
 7. Client certifies to Barada Associates that with respect to each driving record information or motor vehicle report ordered from Barada Associates, it will comply with each of the above requirements relating to consumer reports, and will also comply with the Driver's Privacy Protection Act of 1994 and any of its amendments in ordering and use of the driving record information or motor vehicle report.
 8. Client agrees that all certifications and agreements herein are of a continuing nature and are intended to apply to each consumer and/or investigative consumer report ordered from Barada Associates. Client agrees to keep all documentation signed by the Applicant required herein for at least 6 years after the date of the report to which such documentation relates and to provide Barada Associates copies upon request.

9. In the event that Client is intending to include in its adverse action letter the notice required by Section 380g of the New York General Business Law, Client acknowledges and agrees that the adverse action letter mailing services, if subscribed to with Barada Associates, only fulfill the requirements of New York law to the extent that the inclusion of a criminal record in a Consumer Report would result in an adverse action against the Consumer. Client acknowledges and agrees that it shall retain responsibility for the delivery of any and all notices required by New York law under any other circumstances.

Any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, shall be fined under title 18, United States Code, imprisoned for not more than 2 years, or both.

GLBA PERMISSIBLE PURPOSE

Some services may use and/or display nonpublic personal information that is governed by the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations. Client certifies it has the written consent of the Consumer, in accordance with 15 U.S.C. 16816, and Client further certifies it will use such information obtained from services only for the purpose(s) to which such Client has consented. Client acknowledges and agrees that it will recertify its permissible uses of GLBA Data upon request by Barada Associates. Client certifies with respect to GLBA Data received through the Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

DPPA PERMISSIBLE USES

Some services may use and/or display personal information, the use of which is governed by the Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Client certifies it has the written consent of the Consumer to which the information pertains and further certifies it will use such information obtained from services only for the purpose(s) to which such Consumer has consented. The text of the DPPA may be found at <http://uscode.house.gov/download/pls/18C123.txt>. Client acknowledges and agrees that it will recertify, in writing, its permissible uses of DPPA Data upon request by Barada Associates.

I, ON BEHALF OF THE CLIENT, HEREBY AGREE TO COMPLY WITH THE EMPLOYER CERTIFICATION NOTED HEREIN. I FURTHER CERTIFY THAT I HAVE DIRECT KNOWLEDGE OF THE FACTS CERTIFIED HEREIN AND I AM AUTHORIZED BY THE CLIENT TO AGREE TO THE ITEMS HEREIN ON ITS BEHALF.

Signature: _____

Name (Please Print): _____

Title: _____

Date: _____

Exhibit B – Summary of Consumer Rights

Para información en español, visite

www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days.

However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identify theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>

Exhibit C – Notice to Users of Consumer Reports

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

1. Obligations of All Users of Consumer Reports

a) Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance.

Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

b) Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

c) Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

• **Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- (1) The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- (2) A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- (3) A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- (4) A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

• **Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

• **Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied

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upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

d) Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

e) Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

f) Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

2. Creditors Must Make Additional Disclosures

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

3. Obligations of Users When Consumer Reports are Obtained for Employment Purposes

a) Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.

- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

b) Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

4. Obligations When Investigative Consumer Reports are Used

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- a) The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- b) The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- c) Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

5. Special Procedures For Employee Investigations

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

6. Obligations of Users of Medical Information

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

7. Obligations of Users of “Prescreened” Lists

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- a) Information contained in a consumer's CRA file was used in connection with the transaction.
- b) The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- c) Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- d) The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The

statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

8. Obligations of Resellers

a) Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

b) Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

c) Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

9. Liability for Violations of the FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

Exhibit D – Remediating the Effect of ID Theft

Para información en español, visite

www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

You are receiving this information because you have notified a consumer reporting agency that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or get a loan in your name. For more information, visit www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

1. **You have the right to ask that nationwide consumer reporting agencies place “fraud alerts” in your file to let potential creditors and others know that you may be a victim of identity theft.** A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.

- Equifax: 1-800-525-6285; www.equifax.com
- Experian: 1-888-397-3742; www.experian.com
- TransUnion: 1-800-680-7289; www.transunion.com

An initial fraud alert stays in your file for at least one year. An extended alert stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you will have to provide an identity theft report. An identity theft report includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the identity theft report, visit www.consumerfinance.gov/learnmore.

2. **You have the right to free copies of the information in your file (your “file disclosure”).** An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also have the ability to obtain additional free file disclosures under other provisions of the FCRA. See www.consumerfinance.gov/learnmore.

3. **You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information.** A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A

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business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It may also specify an address for you to send your request. Under certain circumstances a business can refuse to provide you with these documents. See www.consumerfinance.gov/learnmore.

4. **You have the right to obtain information from a debt collector.** If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief – like the name of the creditor and the amount of the debt.

5. **If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file.** An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your identity theft report. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.

6. **You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft.** To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an identity theft report.

7. The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account

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includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

To learn more about identity theft and how to deal with its consequences, visit www.consumerfinance.gov/learnmore, or write to the Consumer Financial Protection Bureau.

You may have additional rights under state law. For more information, contact your local consumer protection agency or your state Attorney General.

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at www.consumerfinance.gov/learnmore.

Exhibit E – Statutory Summary: A Notice to Clients Operating Within the State of New York

Federal, New York State and New York City law strictly regulate the use of criminal background reports by employers operating within the State of New York. Some of the relevant laws, and their key provisions, are set forth in the chart below.

Please note that states other than New York may have laws that contain identical or similar requirements.

NOTE:

This document is intended only as a general summary of certain requirements of these statutes. Our goal is to update this information periodically. The information contained in this document is provided for information purposes only and does not constitute legal advice. Barada Associates strongly encourages its customers to consult with legal counsel regarding the applicability and effect of all of these laws.

STATUTE	CITATION	KEY PROVISIONS
Title VII of the Civil Rights Act of 1964	42 U.S.C. §§ 2000e et seq.	In interpreting Title VII, the Equal Employment Opportunity Commission takes the position that excluding applicants from consideration for employment on the basis of their arrest or conviction records creates a rebuttable presumption of an unlawful adverse impact on Black and Hispanic applicants.
Federal Fair Credit Reporting Act	15 U.S.C. §§ 1681 et seq.	<ul style="list-style-type: none"> Prohibits the reporting of records of arrest older than seven years or until the governing statute of limitations has expired, whichever is longer. Prohibits the reporting of certain other adverse items of information older than seven years.
New York State Fair Credit Reporting Act	N.Y. Gen. Bus. Law §§ 380 et seq.	<ul style="list-style-type: none"> Prohibits the reporting of records of arrest or criminal charges unless there has been a criminal conviction for such offense, or unless such charges are still pending. Prohibits the reporting of records of convictions of crimes which, from the date of disposition, release, or parole, are older than seven years. Prohibits the reporting of certain other adverse information older than seven years.
New York Labor Law	N.Y. Labor Law § 201-f	Requires employers in the state of New York to conspicuously post a copy of article 23-A of the correction law and any regulations promulgated thereunder relating to the licensure and employment of persons previously convicted of one or more criminal offenses.
New York Human Rights Law	N.Y. Exec. Law §§ 296(1), (15) and (16)	<ul style="list-style-type: none"> Prohibits an employer from refusing to hire or employ a person, or from barring or discharging a person, or from discriminating against a person in compensation or in terms, conditions or privileges of employment based on the person's age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status. Limits the circumstances in which an individual may be denied employment by reason of his or her having been convicted of a criminal offense to those set forth in N.Y. Correction Law §§ 752-53. Prohibits an employer from making an inquiry about or acting adversely with respect to an individual based on a non-pending arrest or criminal accusation of such individual that was followed by a termination of that action or proceeding in favor of such individual (such as most convictions for violations, sealed convictions or dismissed charges).
New York Correction Law	N.Y. Correction Law §§ 752-53	<ul style="list-style-type: none"> Prohibits an employer, except under limited circumstances, from denying an application or acting adversely upon an employee based upon the applicant's or employee's having been convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has been convicted of a criminal offense. Requires employers to consider, among other things, whether there is a direct relationship between the criminal offense and the type of employment sought, whether the individual has been issued a certificate of relief or a certificate of good conduct, and eight specific factors listed in Section 753. Among the eight factors are the duties and responsibilities of the position; the bearing of the offense on the applicant's ability to perform the responsibilities; the time that has elapsed since the offense; the age of the person at the time of the offense; the seriousness of the offense; information produced by the applicant regarding his or her rehabilitation and good conduct; and the legitimate interest of the employer in protecting property and the safety and welfare of individuals or the public. In making a determination, the employer shall give consideration to a certificate of relief from disabilities or a certificate of good conduct, which shall create a presumption of rehabilitation.
New York City Administrative Code § 8-107(10)	N.Y. City Admin. Code § 8-107(10)	Prohibits employment practices that violate N.Y. Correction Law §§ 752-53.

Exhibit F- TU Access Security Requirements

Access Security Requirements

It is a requirement that all Clients and End-Users take precautions to secure any system or device used to access consumer credit information. To that end, the following requirements have been established:

1. Implement Strong Access Control Measures

- 1.1 Client account numbers and passwords must be protected in such a way that this sensitive information is known only to key personnel. Under no circumstances should unauthorized persons have knowledge of passwords. The information should not be posted in any manner within Client's facility. Do not provide account numbers, Subscriber Codes or passwords to anyone.
- 1.2 Any system access software used, whether developed by Client's company or purchased from a third party vendor, must have account numbers and passwords "hidden" or embedded so that the password is known only to supervisory personnel.
- 1.3 Each user of Client's system access software must then be assigned unique log-on passwords. Develop strong passwords that are:
 - Not easily guessable (i.e. user name or company name, repeating numbers and letters or consecutive numbers and letters)
 - obtain a minimum of eight (8) alpha/numeric characters for standard user accounts
 - Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
 - Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.
- 1.4 Client must request that account number, Subscriber Code and/or password be changed immediately when:
 - Any system access software is replaced by another system access software or
 - is no longer used;
 - The hardware on which the software resides is upgraded, changed or disposed of.
- 1.5 Account numbers and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee.
- 1.6 Create a separate, unique user ID's for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.7 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.8 The ability to obtain credit information must be restricted to a few key personnel.
- 1.9 Ensure that Client and Client's employees do not access personal credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a Permissible Purpose under your agreement with Barada Associates.

- 1.10 Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.11 Any terminal devices used to obtain credit information should be placed in a secure location within Client's facility. Access to the devices should be difficult for unauthorized persons.
- 1.12 Any devices/systems used to obtain consumer reports should be turned off after normal business hours, when unattended by key personnel.
- 1.13 Hard copies and electronic files of consumer reports are to be secured within Client's facility and protected against release or disclosure to unauthorized persons.
- 1.14 Hard copy consumer reports are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable regulations(s).
- 1.15 Electronic files containing consumer report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s)

2. Maintain a Vulnerability Management Program

- 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
 - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
 - If Client suspects an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
 - Keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:

- Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
- If Client suspects actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
- Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files. If Client's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

3. Protect Data

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2 All credit reporting agency data is classified as confidential and must be secured to this requirement at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4 Only open email attachments and links from trusted sources and after verifying legitimacy.
- 3.5 The FACTA Disposal Rules requires implementation of appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.

MEDICAL INFORMATION SERVICES SERVICE ADDENDUM

This Medical Information Services Service Addendum ("Addendum") is entered into as of _____ ("Effective Date") pursuant to the terms and conditions of the Master Service Agreement ("MSA") entered into by the parties on _____ by and between Barada Associates, Inc. ("Barada Associates") and _____ ("Client"). All of the terms of the MSA are incorporated herein by reference. The Parties hereby acknowledge and agree to the following terms and conditions of this Addendum:

1. Description of Services

During the Term of this Addendum as defined below and in accordance with the terms of this Addendum and MSA, Barada Associates agrees to provide Medical Information Services ("Services") as outlined in Schedule A attached hereto. Client hereby authorizes Barada Associates to act as the Client's "Third Party Administrator" for the purpose of administering the Services in accordance with applicable regulations and/or Client policy. In instances where there are conflicting Federal and State regulations, Barada Associates will default to the Federal standard unless otherwise instructed in writing by Client.

2. Procedures to Implement Services

The parties shall cooperate to implement the following procedures in connection with the Services to be provided by Barada Associates to Client:

- a) Client must develop a Medical Information Services abuse testing policy. Copies of the policy shall be provided to Barada Associates upon request. Nothing contained in this Addendum is intended to imply that Barada Associates certifies Client's program as being in compliance with any federal, state, local or other requirements.
- b) The Client shall provide Barada Associates in writing with the name of at least one person to serve as the "Designated Employer Representative" (DER) under this Addendum. Client shall deliver any change in the DER(s) to Barada Associates in writing. The DER shall be provided by Client to Barada Associates at the time of set-up of the Client's account.
- c) The parties shall consult as necessary to implement or modify, as appropriate, the preceding procedures in order to facilitate the provision of Barada Associates' Services and Client's comprehensive workplace Medical Information Services abuse testing package.
- d) Client agrees to exclusively utilize the specimen collection sites mutually agreed upon between Barada Associates and Client, where applicable.
- e) When applicable, Client will provide Barada Associates with a current and accurate list of covered employees for random drug and alcohol testing. Client is under a duty to keep such lists updated and accurate. Client agrees that only employees that have had a negative pre-employment drug test will be included in the list of covered employees provided. Client agrees to ensure all random tests are performed. Not completed selected random selections may result in being removed from the random pools and will incur fees to be reinstated.

3. Employment Decisions

The parties understand that Barada Associates will not make any decisions regarding any Client's employment, termination, retention, or discipline of any employee, former employee, or applicant for employment, and that the Client shall have sole responsibility for all such decisions.

4. Fees

- a) Client shall pay Barada Associates for all Services as outlined in Schedule A attached hereto.
- b) Client agrees to pay any increases in fees, and/or surcharges imposed by Barada Associates' vendors and subcontractors, including but not limited to laboratory, collection site fees, and medical clinic fees invoiced to Barada Associates, as they may occur anytime during the term.
- c) Client agrees that fees set forth in the Fee Schedule, only applies to specimens collected and alcohol tests administered at in-network facilities and during the regular hours of operation of collection facilities unless otherwise noted in the Fee Schedule attached hereto as Schedule A.

5. Compliance with Regulatory Authorities; Cause for Termination

Each party agrees that it will comply with all federal, state and local laws, rules, regulations, ordinances and requirements applicable to its operations, including but not limited to Department of Transportation (DOT) Drug and Alcohol Testing Regulations; and that any failure or inability to do so which adversely affects the ability of the other to perform under this Addendum shall be a cause for termination of this Addendum. If such failure is not cured within ten (10) days of the date notice to cure is sent, Barada Associates may immediately suspend or terminate this Addendum. Barada Associates may impose additional requirements in order to comply with changes in laws, regulation or as required under the circumstances. Client agrees to comply with all such additional requirements after Client has received notice of the same and any additional fees or costs for such compliance shall be passed through to Client. Non-Regulated non-negative drug screens may be reviewed by MRO Assistants under the close supervision of the Chief Medical Review Officer. A \$250.00 fee will be charged for any split test required by DOT regulations. The \$250.00 fee will also apply to any non-DOT drug screen that is requested to be confirmed by Client.

6. Compliance Requirements and Applicable Law

- Client acknowledges that, in addition to the Compliance Requirements set forth in this Addendum, the MSA, the FCRA, the Gramm-Leach-Bliley Act (15 U.S.C., §6801 et seq., as the same may be amended from time to time, "GLB"), and other Federal, state and local laws, statutes, regulations, rules, ordinances and/or court orders (collectively referred to as "Applicable Law") other compliance requirements from Barada Associates' third party vendors may govern the acquisition and/or use of the Services and the Parties' obligations under this Addendum and the MSA. Client represents, warrants, and certifies that:
- a) Client's performance of this Addendum, including access to and the use of the Service, will be at all times in strict compliance with this Addendum, the MSA and Applicable Law;
 - b) Client shall obtain proper consumer authorizations from consumers and, when applicable, proper consumer notification shall be provided to consumers prior to requesting information from Barada Associates, in accordance with Applicable Law. Notwithstanding the

foregoing, Client will not request reports from Barada Associates unless it has first obtained the Consumer's written authorization, whether or not local, state, and/or Federal law requires such written consumer authorization.

- c) Except as otherwise required by Applicable Law, Client will not resell, re-use or otherwise provide or transfer reports, information contained therein and/or the Service in whole or in part to any other person or entity; and
- d) In the event of a security breach, Client shall immediately notify Barada Associates' General Counsel in writing and comply with all compliance requirements of Applicable Law. Furthermore, in the event of a security breach of Client's system and/or due to the fault or negligence of Client's employees, agents and/or representatives, Client shall directly notify the affected consumers and the appropriate authorities and/or agencies and provide free credit monitoring to the consumers that were affected by such breach. Barada Associates reserves the right to step in and take over Client's obligations under this paragraph and Client agrees to indemnify Barada Associates for the undertaking of such obligations.

7. Termination

Upon termination of this Agreement, and upon the written request of Client, Barada Associates agrees that it will provide the Client with electronic copies of all then-existing database information, files and materials related to the Services, as allowable by law and in a commercially available standard format. Furthermore, if the Services include Medical Review Officer ("MRO") services, Barada Associates will facilitate and assist Client with the transfer of Client's Medial Information Services testing records to a new MRO within ten (10) working days as required by applicable federal regulations (the Client acknowledges that

Barada Associates may keep copies of such information as required under applicable federal and state laws). Barada Associates' MRO will retain drug testing records confirmed positive by the laboratory up to the then statutory limit. Such records may include, as required by law, the MRO's copies of the custody and control form, medical interviews, documentation of the basis for verifying as negative test results confirmed as positive by the laboratory, and any other documentation concerning the MRO's verification process.

8. Audit

Client understands and agrees that, in order to ensure compliance with Applicable Laws, including but not limited to regulatory agency requirements, Barada Associates' obligations under its contracts with its third party vendors, and Barada Associates' internal policies, Barada Associates, or its designee, may conduct periodic reviews of Client's use of the services and may, upon reasonable notice and during Client's regular business hours, audit Client's records, processes and procedures related to the Services provided. Client agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Barada Associates will be subject to immediate action including, but not limited to, suspension or termination of the services as well as legal action, and/or referral to governmental regulatory agencies.

9. Term of Addendum

Unless sooner terminated by a Party as set forth herein or in the MSA, the initial term of this Addendum shall be for a period of three (3) years from the Effective Date ("Initial Term") and shall be extended for successive one (1) year periods unless terminated by a Party with sixty (60) days advance written notice given to the other Party's prior to the end of the Initial Term or any renewal term or extension thereof. The Initial Term and any extension of renewal thereof are hereinafter collectively referred to as the "Term."

Clients hereby acknowledges and agrees to the following:

No-Show Policy:

If a clinical form is ordered but not completed within 60 days, it will result in a no-show charge of \$25.00. These are doctor ordered/approved and reviewed on the front end, and this fee covers that. If a person does go for the clinical testing after the 60 days, but before the 6 months, where the form expires, the \$25.00 can be credited back to your account. This No Show fee may also apply for an Occupational service ordered , but not completed.

Consultation Policy:

There will be some clinical tests ordered that may need a doctor consultation call prior to the result being reported; due to it being positive, reactive or some other non-optimal result. Tests that require a consultation can also differ from state to state. The two most common services that require this extra step are a positive HIV or QuantIFERON screen. When a consultation is required, it will incur a \$50.00 fee.

Testing Clinical Services/Orders:

If you plan on testing out these services in your production environment, please contact the MIS office in advance. This is to avoid the \$25.00 doctor ordering fee mentioned above.

I agree to the above terms and conditions and certify that I am legally authorized to execute this agreement on behalf of Company.

("Client Name")

Barada Associates, Inc.

Signature: _____

Signature: _____

Name (Please Print): _____

Name (Please Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A

[Service Proposal Inserted Here As Next Page]

ONLINE USER INFORMATION

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email completed reports to (max. of 3 recipients): _____

Would you like to receive status reports? 1 time daily _____ 2 times daily _____ Not at all _____

Which User is the Primary Contact? _____

Which User should receive invoices? _____

Does Barada have permission to contact your candidates for additional information: Yes____ No____

List all Authorized Users at this location:

Full Name: _____

Title/Position: _____

Telephone: _____ Fax: _____ Email: _____

Other Information: _____

Full Name: _____

Title/Position: _____

Telephone: _____ Fax: _____ Email: _____

Other Information: _____

Full Name: _____

Title/Position: _____

Telephone: _____ Fax: _____ Email: _____

Other Information: _____

Full Name: _____

Title/Position: _____

Telephone: _____ Fax: _____ Email: _____

Other Information: _____

Full Name: _____

Title/Position: _____

Telephone: _____ Fax: _____ Email: _____

Other Information: _____