
BACKGROUND INVESTIGATIONS SERVICE AGREEMENT

COMMERCIAL INVESTIGATIONS LLC, a limited liability company hereafter referred to as "CI" and "Reseller", and _____, hereafter referred to as "Client" and "End User", enter into this agreement under the terms and conditions set forth below. CI is licensed by the New York State Department of State, Division of Licensing Services.

CI shall act in accordance with the Fair Credit Reporting Act (FCRA) and its amendments and shall qualify prospective clients in fulfillment of compliance standards set forth by the FCRA. CI reserves the right to deny its services to companies that do not operate within the scope of the FCRA. It is the sole responsibility of Client to be educated about, and in compliance with the FCRA and any subsequent amendments, as well as all state laws governing the request, use, and content of an investigative consumer report.

Client agrees, in accordance with the FCRA, to disclose to the applicant in writing, using a document that consists solely of such disclosure, that a report may be procured, and to obtain the applicant's written authorization for such report. Such written authorization shall be kept on file by Client. Client also agrees that when adverse action is taken based upon information in a consumer report, client will advise the applicant of the action, provide them with the report including the summary of their rights under the FCRA, and provide information about CI and how to contact CI. Finally, client agrees to keep all reports confidential, use them only for the purpose intended, and not to disclose them to unrelated third parties. In addition, Client is solely responsible for the final verification of the applicant's identity. CI employees will assist Client in understanding reports, but they are not allowed to render any legal opinions.

Client understands that if Client requests a credit report as part of Client's background investigations, an on-site inspection may be required. CI will contact you for further information if necessary. If Client will obtain Credit Reports from CI Client shall complete the applicable sections here:

For Employment Related Credit Reports

End User is a [Insert type of business] _____

_____ and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").

End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose. End User shall comply with any federal and state laws which may restrict or ban the use of Consumer Report for Employment Purposes.

End User certifies that it will not request a Consumer Report for Employment Purposes unless:

- a. A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes;
- b. The consumer has authorized in writing the procurement of the report; and

- c. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:

- d. A copy of the Consumer Report for Employment Purposes; and
- e. A copy of the consumer's rights, in the format approved by the Federal Trade Commission.

End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.

End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

For Tenant Related Credit Reports

End User is a [Insert type of business] _____

_____ and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto (Fair Credit Reporting Act "FCRA"). The End User certifies its permissible purpose as:

____ In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or

____ In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or

____ In accordance with the written instructions of the consumer; or

____ For a legitimate business need in connection with a business transaction that is initiated by the consumer, including, but not limited to, tenant screening; or

____ As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.

End User certifies that End User shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for End User's exclusive one-time use. End User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for

the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports.

The consumer reports shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.

With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

End User will request Scores only for End User's exclusive use. End User may store Scores solely for End User's own use in furtherance of End User's original purpose for obtaining the Scores. End User shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of End User with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of End User who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.

CI shall use its best efforts to perform its background investigations within a reasonable timeframe. CI will charge fees quoted on distributed rate schedules, as well as mandatory court and other third party fees, for background investigations undertaken pursuant to Client's request. Client understands and agrees that the

searches performed and the information obtained may be undertaken by independent contractors of CI. While CI cannot guarantee the accuracy of its search results, it will use its best efforts to obtain all relevant information. Client must be an End-User to request and utilize consumer reports.

CI will forward detailed reports, which will outline the information obtained, and invoices outlining the work performed. Payment terms are Net (30) thirty days. Any invoices that are more than thirty (30) days overdue will be subject to a late fee of 1.5% interest per month until paid.

CI shall have the right to terminate its services to Client if services are not paid in a timely manner, if Client fails to cooperate with a reasonable request, or if CI determines that continuation of services would be unethical, impractical, improper, or otherwise undesirable. In the event this agreement is terminated for any reason, CI shall be entitled to all fees, expenses, and costs incurred.

Should a dispute arise out of our agreement for any reason, except non-payment issues, the parties agree that the matter will be submitted to arbitration through the American Arbitration Associations (AAA) under its Commercial Arbitration Rules, the parties shall split the initial arbitration costs and the prevailing party shall be entitled to reimbursement of all its costs, expenses and reasonable attorney's fees incurred. Judgment on an award rendered by an Arbitrator may be entered in any court having jurisdiction thereof.

Issues of non-payment shall not be subject to arbitration and jurisdiction on all such issues shall lie in Albany County, New York, or in any court, which shall have, proper jurisdiction over the parties and CI shall be entitled to reasonable attorney's fees and costs.

Client shall indemnify, hold harmless and defend CI from and against any and all losses incurred by, or claims against CI, including attorney's fees, costs or damages, arising from any claim, cause of action, injury or damage to persons or property in connection with the negligence, misconduct, or breach of contract of Client's directors, officers, employees, prospective employees or agents, or of CI's independent contractors, in connection with the services performed under this agreement unless the claims, causes of action, damages, costs, expenses, or liabilities shall directly result from the gross negligence or misconduct of CI or any of its directors, officers, or employees. In addition, Client shall hold CI harmless from any and all claims or damages arising out of the failure to obtain information with regard to a request, except for the gross negligence or misconduct of CI, its directors, officers, or employees.

This agreement shall become effective beginning on the _____ day of _____, 20__ and shall continue until terminated by the parties.

CI Authorized Signature

Michelle L Pyan

Print Name

President

Title

Date

Client Authorized Signature

Print Name

Title

Date

**Background Investigations Service Agreement Addendum
Vermont Fair Credit Reporting Certification**

The undersigned, _____ (“subscriber”), acknowledges that it subscribes to receive various information services from Commercial Investigations LLC (CI) 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 the Subscriber’s continued use on Commercial Investigations LLC (CI) information services in relation to Vermont consumers, Subscriber hereby certifies as follows:

Vermont Certification: Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order Employment Information relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Subscriber further certifies that the attached copy of §2480e of the Vermont Fair Credit Reporting Statute was received (see next page) from Commercial Investigations LLC (CI).

Subscriber: _____ (Please Print)

Signed By: _____

Printed Name: _____

Title: _____

Account Number: _____

Date: _____

Please also include the following information
Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name: _____

Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Phone: _____ Fax: _____

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

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) 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

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

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

(a) 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.

(b) 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.

(c) 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.

For proper account set up and to better serve your background investigations needs, please fill out the following profile.

Organization Name: _____

Street Address: _____

City: _____ State: _____

Zip: _____ County: _____

Phone: _____ Fax: _____

Web Home Page URL: _____

Sales Tax Rate: _____

Is Your Organization Tax Exempt? Yes _____ No _____
(If yes, please provide a copy of your tax exempt form)

Will you be using an Electronic Consent Form? Yes _____ No _____

If yes, what would you like your unique URL to be? _____
(ex. www.commercialinvestigationllc.com/yourcompanyname)

If yes, please indicate what email address you would like to use to be notified that the subject has submitted their Electronic Consent Form _____

If no, would you like to learn more about using an Electronic Consent Form through our Portal Technology? Yes _____ No _____

Billing Contact Name: _____ (person handling invoices)

Title: _____

Phone: _____ Fax: _____

Email: _____

Work Address (if different from organizations):

Street Address: _____

City: _____ State: _____

Zip: _____

Primary End User Name: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Work Address (if different from organizations):

Street Address: _____

City: _____ State: _____

Zip: _____

Additional End User Name: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Work Address (if different from organizations):

Street Address: _____

City: _____ State: _____

Zip: _____

Additional End User Name: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Work Address (if different from organizations):

Street Address: _____

City: _____ State: _____

Zip: _____

Additional End User Name: _____

Title: _____

Phone: _____ **Fax:** _____

Email: _____

Work Address (if different from organizations):

Street Address: _____

City: _____ **State:** _____

Zip: _____

Additional End User Name: _____

Title: _____

Phone: _____ **Fax:** _____

Email: _____

Work Address (if different from organizations):

Street Address: _____

City: _____ **State:** _____

Zip: _____

Additional End User Name: _____

Title: _____

Phone: _____ **Fax:** _____

Email: _____

Work Address (if different from organizations):

Street Address: _____

City: _____ **State:** _____

Zip: _____
