

**THIS ADDENDUM is made and entered into by and between Applicant Insight, Inc., dba aINSIGHT, a Florida Corporation (“Applicant Insight”) and the undersigned End-User below (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly “End-User”). This Addendum shall be effective on the date of last signature below (the “Effective Date”).**

**This Addendum is entered into only with End-Users who have executed an underlying Applicant Insight Master Service End-User Agreement. This Addendum merely supplements the existing Master Service End-User Agreement between the parties and does not modify, amend or delete any existing term therein including terms of payment or other terms and conditions contained in the underlying Agreement. This Addendum shall be interpreted with the Agreement to form an agreement.**

**WHEREAS the parties desire that Applicant Insight shall provide background screening services to End-User**

**NOW upon due and adequate consideration, the parties agree as follows.**

**End-User’s Certification of FCRA Permissible Purpose(s)**

End-User hereby certifies that all of its orders for information products from Applicant Insight shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, permissible purposes only:

*(Check One)*

<input checked="" type="checkbox"/>	Section 604(a)(3)(B). “Employment/Contractor/Volunteer Screening” For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.
<input type="checkbox"/>	Section 604 (a)(3)(F). “Tenant Screening and Other Business Needs” Otherwise has a legitimate business need for the information (i) in connection with a business transaction that is initiated by the consumer; or (ii) to review an account to determine whether the consumer continues to meet the terms of the account.
<input type="checkbox"/>	Other Permissible Purpose pursuant to Section 604 identified as follows: ( ) ( ) . _____ _____

End-User shall not request, obtain, or use Reports for any purpose not identified above. Among other things, End-User shall not request Reports for the purpose of selling, leasing, or renting 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 Reports provided by Applicant Insight. PLEASE NOTE: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

**When Information Products are used for Employment Purposes**

If the information products End-User obtains from Applicant Insight are to be used for an employment purpose, End-User certifies that prior to obtaining or causing a “consumer report” and/or “investigative consumer report” to be obtained, a clear and conspicuous disclosure, in a document consisting *solely of the disclosure*, will be made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA, as well as any applicable state or local laws. The consumer will have authorized, in writing, the obtaining of the report by End-User. End-User certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.

If the consumer is denied employment, or other adverse employment action is taken based in whole or in part on the information products provided by Applicant Insight, End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act.” (and, if the applicant is a resident of New York, Article 23-A of the New York Correction Law). After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act. End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, [https://files.consumerfinance.gov/f/201504\\_cfbp\\_summary\\_your-rights-under-fcra.pdf](https://files.consumerfinance.gov/f/201504_cfbp_summary_your-rights-under-fcra.pdf)) and Notice of User Responsibility (16 C.F.R. Part 601, [Notice-to-Users-of-Consumer-Reports-v010113.pdf](#))

## Background Screening and Related Services

End-User certifies that it shall not use information contained in a Report provided by Applicant Insight in violation of any applicable federal or state Equal Employment Opportunity law or regulation. End-User understands that various legal requirements apply if/when it orders Reports for employment purposes. End-User shall comply with all such requirements.

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

**Adverse Action Procedures.** End-User certifies that before adverse action based in part or whole on a Report from Applicant Insight, it shall follow all legally-required “pre-adverse action” procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another adverse action based in whole or part on a Report provided by Applicant Insight, End-User will provide to the consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the consumer entitled “A Summary of Your Rights Under the Fair Credit Reporting Act,” and (3) a written notice containing any and all required notifications under federal, state, or local law. After providing the pre-adverse action communication described above, End-User shall wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report before taking any adverse action. After the appropriate waiting period, and assuming no dispute, End-User will issue to the Consumer notice of any adverse action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, Applicant Insight, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the Report is raised by the Consumer during the waiting period, End-User will afford Applicant Insight the legally-allowed time to resolve the dispute before deciding whether to take adverse action. End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601 [https://files.consumerfinance.gov/f/201504\\_cfpb\\_summary\\_your-rights-under-fcra.pdf](https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf)) and Notice of User Responsibility (16 C.F.R. Part 601 [Notice-to-Users-of-Consumer-Reports-v010113.pdf](https://files.consumerfinance.gov/f/201504_cfpb_notice-to-users-of-consumer-reports-v010113.pdf))

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

**When Information Products are used for any Permissible Purpose Other Than “Employment Purposes”**

If the information products End-User obtains from Applicant Insight are to be used for tenant screening or other business purposes, End-User certifies that prior to obtaining or causing a “consumer report” and/or “investigative consumer report” to be obtained, a clear and conspicuous disclosure will be made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for the applicable FCRA permissible screening purpose(s). This disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA, as well as any applicable state or local laws. Additionally, the consumer will have authorized, in writing, the obtaining of the report by End-User.

If adverse action is taken based in whole or in part on the information products provided by Applicant Insight, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act. When a “credit score” is utilized, this notice will contain the numerical credit score as defined in section 609(f)(2)(A) of the Act used in taking such action, along with the information set forth in subparagraphs (B) through (E) of section 609(f)(1) of the Act.

If End-User decides to take adverse action based upon a Report provided by Applicant Insight, it shall issue to the Consumer notice of any adverse action taken based in part or whole on a Report, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice shall include: (1) a copy of the report, (2) the name, address, and telephone number of the consumer reporting agency, Applicant Insight, (3) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency, and (5) a current description, in writing, of the rights of the consumer

entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act.” (and, if the applicant is a resident of New York, Article 23-A of the New York Correction Law). End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, [https://files.consumerfinance.gov/f/201504\\_cfbp\\_summary\\_your-rights-under-fcra.pdf](https://files.consumerfinance.gov/f/201504_cfbp_summary_your-rights-under-fcra.pdf)) and Notice of User Responsibility (16 C.F.R. Part 601 Notice-to-Users-of-Consumer-Reports-v010113.pdf )

End-User understands that Applicant Insight does not permit the following persons, entities and/or businesses to obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an end-user or decision maker.

### **Investigative Consumer Reports**

If End-User chooses to order Investigative Consumer Reports (i.e. certain interview-based reports), it certifies that it shall comply with all legal requirements pertaining to Investigative Consumer Reports. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with a summary of the Consumer’s rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information, pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure.” If the consumer makes a written request within a reasonable amount of time, End-User will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, (3) written disclosure of the nature and scope of the investigation requested; (4) Applicant Insight’s contact information, including complete address and toll-free telephone number, and (5) the SUMMARY OF RIGHTS described above. By having Applicant Insight prepare an Investigative Consumer Report for End-User, End-User is certifying that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by a consumer for additional information about the Investigative Consumer Report being ordered, End-User shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure shall be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the End-User first requested the report, whichever is later.

### **State FCRA Reporting by Salary for Employment Purposes**

End User acknowledges that should any criminal history request be made on an applicant, candidate, or employee that is reasonably expected to be compensated at an annual salary of \$25,000 or less, End User will inform Applicant Insight of the specific anticipated salary at the time of the request to ensure that, as applicable, state specific FCRA reporting restrictions beyond those identified by section 605(a) of the federal FCRA can be applied.

End User further acknowledges that the “at the time” communication of the anticipated salary pursuant to this section must be provided via a means agreed to in advance by both parties, including, but not limited to, a clear and concise communication within the order, the selection of a predefined compensation-based service or package or services, or a predefined job position or division under which all potential consumers are to be applied within the selected compensation category.

### **California Civil Code**

In compliance with Section 1785.14(a) of the California Civil Code, End-User certifies to Applicant Insight as follows: 1) it is NOT a "Retail Seller", as defined in Section 1802.3 of the California Civil Code, who issues credit to a consumer who appears in person on the basis of applications for credit submitted in person ("Point of Sale"); and 2) if, at any time hereafter, End-User becomes a "Retail Seller" issuing credit in Point of Sale transactions, it shall immediately provide written notice of such to Applicant Insight.

### **International Record Searches**

End-User understands that background information products from foreign countries and/or about foreign individuals are fraught with inherent limitations. End-User understands that searches of international criminal records will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, Applicant Insight cannot be either an insurer or a guarantor of the accuracy of the information reported. As a result of these and related factors, Applicant Insight HEREBY DISCLAIMS ANY WARRANTY OR IMPLICATION, IN ANY MANNER, THAT A SEARCH FOR INTERNATIONAL BACKGROUND INFORMATION WILL RESULT IN A COMPREHENSIVE AND/OR COMPLETE REPORT OF THE ACTIVITIES IN WHICH THE SUBJECT OF THE BACKGROUND CHECK MAY HAVE BEEN INVOLVED. This disclaimer is offered above and beyond those contained in the Master Services End-User Agreement given the inherent limitations associated with International background searches. End-User therefore releases Applicant Insight and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received from international record searches.

### **Notifications and End-User Alerts**

Applicant Insight’s inclusion of discrepancy headers, notifications, or alerts (including e-mail) are strictly for the convenience of its End-User clients. None of this information should be relied upon as an evaluation of the information contained within information products. Any headers, alerts and/or notifications do not constitute legal or other advice or counsel to the End-User about what if any information contained in the information products

may result in adverse action. End-User is solely responsible for evaluating, adjudicating and using the information contained in information products in compliance with all state, local, federal and Equal Employment Opportunity laws.

#### **Website Compliance**

If End-User is permitted to request consumer reports for employment purposes via Applicant Insight's website then in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User's Internet access to obtain reports for improper, illegal, or unauthorized purposes.

#### **National Database Searches/ National Criminal Insight System Search**

End-User understands that searches performed utilizing the National Criminal Insight System or other National or State-by-State Criminal Record Database Searches are research tools only, and under no circumstances does Applicant Insight provide this search as a substitute for a search at the record source. Such databases are compiled from various sources. Because of the nature of databases, the appearance of a person's name on a database is not an indication the person is a criminal any more than the absence of a name shows they are not a criminal. Accordingly, Applicant Insight will verify court records of any and all positive matches or hits on such databases by conducting a county level search. Applicant Insight will report the following related to any national criminal database search:

- Any clear result will yield a clear report to the End-User.
- Any result that contains a possible record will be returned with reference to a corresponding developed service.
- Applicant Insight will automatically develop a service of the jurisdiction of record on the End-User's behalf, up to four jurisdictions without further approval from the End-User.
- If there are more than four jurisdictions to search, Applicant Insight will contact End-User for further instruction.
- If there is a possible record that is not reportable due to FCRA guidelines, Applicant Insight will return a Clear Report (No Record Found) to the End-User.
- Traffic infractions will not be pursued.

#### **Additional Requirements for Moving Violation Reports (MVRs) and Driving Records**

End-User certifies that Moving Violation Reports and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 *et seq.*) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to Applicant Insight in the form of the consumer's signed release authorization form if requested by Applicant Insight. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means. End-User understands that when MVRs are sought in certain states, End-User will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by Applicant Insight. End-User agrees to complete such state-specific written consent materials as required by law or requested by Applicant Insight.

#### **Additional Requirements for Services Containing the SSA Death Master File**

The National Technical Information Service has issued the Interim Final Rule for temporary certification permitting access to the Death Master File ("DMF"). Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, access to the DMF is restricted to only those entities that have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). As many Experian, TransUnion, or other credit reporting services contain information from the DMF, use of deceased flags or other indicia within the Experian, TransUnion, or other credit reporting services must be restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, and regulations and consistent with the applicable Fair Credit Reporting Act (15 U.S.C. §1681 *et seq.*) or Gramm-Leach-Bliley Act (15 U.S.C. § 6801 *et seq.*) use. In addition, no adverse action may be taken against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Experian, TransUnion, or other credit reporting services. End-User understands and agrees to the responsibilities outlined above related to the DMF as applicable.

#### **Additional Requirements for Administrative and Adjudication Services**

If End-User elects to have Applicant Insight send out pre- and/or post-adverse action letters on its behalf, End-User understands that it must notify Applicant Insight each time it wishes for a letter to go out. Applicant Insight will not send out any adverse action letters unless expressly instructed to do so. End-User accepts full responsibility for the content of any adverse action letters sent by Applicant Insight and understands that it must notify Applicant Insight if it wishes to use a particular template or if it wishes to modify the template made available through Applicant Insight. End-User agrees that Applicant Insight plays no role in deciding whether an individual should incur adverse action based upon a Report. End-User accepts full responsibility for any and all substantive decision-making based upon the Reports it receives from Applicant Insight. Both parties agree that Applicant Insight's role as to the adverse action process is strictly administrative. End-User shall indemnify and hold harmless Applicant Insight, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to Applicant Insight's sending out of pre- and/or post-adverse action correspondence on behalf of End-User.

When the End-User contracts with Applicant Insight for administrative services such as the mailing of pre-adverse or adverse action letters, adjudicating or “grading” consumer reports, or any other services identified or as may be offered by Applicant Insight, End-User hereby appoints Applicant Insight as its limited agent to perform such administrative procedures on End-User’s behalf by applying and using End-User’s guidelines and processes. Applicant Insight’s performance of any such service shall in no way constitute an employment or other business decision being made by Applicant Insight who is only acting on behalf of the End-User. End-User understands and agrees that Applicant Insight does not make the decision to deny employment, deny tenancy, or take any other adverse action based on any reported findings in the Applicant Insight investigation process. The responsibility rests solely with End-User. End-User accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by Applicant Insight.

**End-User’s Certification of Security Program(s)**

End-User understands that Reports contain sensitive, personal information. Accordingly, End-User agrees to do the following in order to preserve the security of the information being provided pursuant to this Agreement:

End-User hereby certifies that it will implement and maintain a comprehensive information security program written in one or more readily accessible parts that contains administrative, technical, and physical safeguards that are appropriate to the End-User’s size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to the End-User by Applicant Insight; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the information provided by Applicant Insight, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.

End-User shall only request Reports for one-time use. End-User agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Reports. End-User agrees that Applicant Insight may temporarily suspend End-User’s access pending an investigation of End-User’s use or access. End-User agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, Applicant Insight may immediately terminate this Agreement.

End-User is responsible for the administration and control of Account IDs and shall identify a security administrator to coordinate with Applicant Insight. End-User shall manage all Account IDs and notify Applicant Insight promptly if any Account ID becomes inactive or invalid. End-User shall follow the policies and procedures of Applicant Insight with respect to account maintenance as communicated to End-User from time to time.

End-User shall disclose Reports internally only to End-User’s designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. End-User shall ensure that such designated and authorized employees shall not attempt to obtain any Reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.

End-User shall hold any Report obtained from Applicant Insight in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.

End-User agrees to take reasonable measures to dispose of Reports in order to prevent the unauthorized access to – or use of – information in a Report. Reasonable measures for disposing of consumer report information may include: (1) Burning, pulverizing, or shredding papers containing consumer report information so that the information cannot be read or reconstructed; (2) Destroying, erasing, deleting, and/or scrambling electronic files or media containing consumer report information so that the information cannot be read or reconstructed; or (3) Engaging a professional document destruction contractor to dispose of consumer report information. In all instances, End-User’s report disposal procedures shall comply with applicable law.

In the event that End-User learns or has reason to believe that Report data has been disclosed to or accessed by an unauthorized party, End-User shall comply with any and all applicable data breach laws.

**Audits**

Applicant Insight shall have the right to conduct periodic audits of End-User’s compliance with this Agreement. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit End-User either directly or through Applicant Insight. The scope and frequency of any audit shall be at the reasonable discretion of Applicant Insight and will be subject to requirements imposed by third-party vendors. Applicant Insight will provide reasonable notice prior to conducting any audit provided that Applicant Insight has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by Applicant Insight, including, but not limited to, immediate termination of this Agreement.

**Data Retention**

Applicant Insight retains all sensitive and confidential data, regardless of storage location, only as long as required for legal, regulatory, and business requirements. Consumer reports, when no longer needed for legal, regulatory, or business purposes, will be removed from Applicant Insight’s systems, unless otherwise indicated, five years from the date of delivery to the End-User. Reasonable measures for disposing of consumer report information may include: (1) Burning, pulverizing, or shredding papers containing consumer report information so that the information cannot be read or reconstructed; (2) Destroying, erasing, deleting, and/or scrambling electronic files or media containing consumer report information so that the information cannot be read or reconstructed; or (3) Engaging a professional document destruction contractor to dispose of consumer report information.

## Background Screening and Related Services

No consumer reports or other data will be destroyed if they are relevant to litigation when Applicant Insight is a party in the case or expected to become a party or when Applicant Insight has received a subpoena.

**✓ IF SELECTED, End-User desires to also utilize one or more of Applicant Insight’s electronic forms platforms, which are internet-based platforms that provide entities with tools to accomplish the background screening consent and adverse action processes; and Applicant Insight and End-User wish to further define the terms of End-User’s access to and use of Applicant Insight’s electronic forms platforms;**

**NOW, THEREFORE, the parties hereby agree as follows:**

**No Legal Advice:** End-User understands that sample forms or documents made available through any of Applicant Insight’s electronic forms platforms, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices, are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. End-User shall consult with counsel as necessary to make sure that it is using appropriate documents and processes that comply with any and all applicable federal, state, and local laws.

**Voluntary Use:** End-User understands and agrees that its use of Applicant Insight’s electronic forms platforms, as well as the sample documents contained therein, is entirely voluntary. End-User may choose to use its own electronic or paper-based documents or processes instead at any time.

**Full Responsibility For Process and Content:** If End-User chooses to use Applicant Insight’s electronic forms platforms, or sample documents contained therein, End-User agrees that such documents/ processes shall be considered its own (not that of Applicant Insight).

**Right To Edit Or Change Sample Content:** End-User acknowledges and agrees that it has full authority to alter the sample documents contained within Applicant Insight’s electronic forms platforms—both before it commences using the platform and/or its related forms and after it has already commenced using the platform and/or its related forms—in order to achieve legal compliance or as otherwise desired. End-User understands and agrees that it may request edits to the sample content made available by Applicant Insight by contacting its Applicant Insight account manager or representative and that Applicant Insight shall incorporate such requested changes as soon as is reasonably practicable. The time frame required to incorporate changes shall be determined by Applicant Insight in its sole discretion, and may be subject to additional fees.

**Indemnification:** End-User shall indemnify, defend, and hold harmless Applicant Insight, and its affiliates, and their respective officers, directors, and employees from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity (“Claims”), related to: (1) End-User’s use of Applicant Insight’s electronic forms platforms, including sample forms, sample documents, or processes contained therein, or (2) End-User’s alleged failure to properly complete the background screening consent or adverse action process.

**Remedies:** To the extent Applicant Insight is held liable for any alleged error, omission, or breach related to Applicant Insight’s electronic forms platforms—notwithstanding the terms of this Addendum—Applicant Insight shall not be liable to End-User for any amount that exceeds the amount paid by End-User to Applicant Insight to use Applicant Insight’s electronic forms platforms during the one-year period immediately preceding Applicant Insight’s alleged wrongful act. In addition, Applicant Insight shall not be liable to End-User for special, incidental, or consequential damages, or punitive damages, even if it has been advised of the possibility of such losses or damages.

**No Warranty:** APPLICANT INSIGHT’S ELECTRONIC FORMS PLATFORMS ARE PROVIDED “AS IS” WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. THIS DISCLAIMER INCLUDES WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AMONG OTHER THINGS, APPLICANT INSIGHT MAKES NO WARRANTY THAT ITS ELECTRONIC FORMS PLATFORMS COMPLY WITH ANY AND ALL APPLICABLE LAWS.

**Pricing:** The prices, if any, extended to End-User for its use of Applicant Insight’s electronic forms platforms are premised to a significant degree on the promises and agreements made by End-User in this Addendum.

**Use of Marks within Applicant Insight’s electronic forms platforms:** End-User grants Applicant Insight a worldwide, nonexclusive, non-transferable, royalty-free, personal right to use End-User’s Company Marks solely in the manner agreed to by the parties within Applicant Insight’s electronic forms platforms, and as may be prescribed by End-User from time to time, at End-User’s sole discretion. End-User grants no rights other than those expressly granted herein. Applicant Insight acknowledges End-User’s sole ownership of End-User’s Company Marks and all associated goodwill and agrees that, except for use of the Company Marks as approved in advance in writing by End-User in connection and consistent with the Agreement between End-User and Applicant Insight, Inc., it will not directly or indirectly at any time adopt, use, or register End-User’s trade names, trademarks, service marks, certification marks, domain names, trade dress, or other similar or dilutive identifier, in whole or in part, in connection with any business, goods or services. Applicant Insight, Inc. agrees that all use of End-User’s Company Marks by Applicant Insight, Inc. will inure to the benefit of End-User.

## Background Screening and Related Services

Upon termination of The Agreement between End-User and Applicant Insight, Inc. or notice to cease and desist use of End-User's Company Marks for any reason, Applicant Insight, Inc. agrees to remove End-User's Company Marks within two business days of receiving End-User's termination or cease and desist notice.

**Full Force and Effect:** Except where the Agreement conflicts with this Addendum, the Agreement is not modified, revoked, or superseded and remains in full force and effect.

**[ ] IF SELECTED, the parties desire that Applicant Insight shall provide Adverse Action Process Management Services to End-User under the following circumstances:**

End-User will initiate requests for pre-adverse and adverse action utilizing a mutually agreed upon method. This will detail the applicant's name, current address and/or applicable contact information, and specify the report(s) that is/are warranting the pre-adverse action and adverse action notification.

Applicant Insight will use the following contact method for the applicable notices:

**(Check One)**

Standard US Mail

Email

Other \_\_\_\_\_

The correspondence to the consumer's email address, physical address, or other means provided by the applicant/employee to the End-User Company and/or Applicant Insight will also include 1) the applicable pre-adverse action notification letter provided by End-User Company, 2) a copy of the aforementioned report, and 3) any End-User Company specified consumer disclosures.

If there has been no applicant dispute resulting from a pre-adverse action notice, a minimum of \_\_\_\_\_ business days must pass before Applicant Insight will fulfill a final adverse action request. If there is a dispute, End-User will be notified as to the nature of the dispute as well as the outcome of the reinvestigation. In the event of a reinvestigation, the End-User will decide whether final adverse action will be taken upon conclusion of the reinvestigation.

In the event that a requested correspondence is rendered undeliverable (return to sender, etc.), Applicant Insight will make a reasonable effort to determine if there were any errors in the addressee content. In the event that an error is identified, the item will be resolved, and the process and associated timelines will be re-initiated. In the event that the addressee details are an accurate representation of what has been provided by the consumer, and no additional information is available from the consumer, the undelivered notice(s) and any subsequent related notice(s) will continue to be processed to demonstrate the end-user's good faith effort to satisfy their end-user compliance requirements.

**[ ] IF SELECTED, the parties desire that Applicant Insight shall provide Credit Reports to End-User, and such Reports will be obtained from TransUnion, the parties agree as follows:**

If End-User is an employer, End-User understands that at least ten (10) states and certain municipalities impose requirements and/or restrictions on employers intending to use credit reports for employment purposes. For example, Nevada and Illinois only permit employers to consider credit reports if the Consumer is working or will be working in a certain capacity. Likewise, states such as California and Colorado require that Consumers receive certain additional notifications before a credit check for employment purposes is conducted. End-User will comply with all applicable legal requirements and restrictions pertaining to credit checks.

End-User acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. End-User therefore agrees to the following:

End-User shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security Numbers.

End-User shall permit a physical site inspection of its premises. The cost for the site inspection will be billed to End-User. Applicant Insight will arrange for an inspector to come to End-User's location. For residential offices, the inspection and fee will be annual.

End-User shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer information; End-User shall also inform all employees that they may not access their personal information, information of friends and/or relatives or any other person unless it is for legitimate business purposes.

## Background Screening and Related Services

To the extent End-User is eligible to receive credit scores (“Scores”), End-User shall only do so for its own 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 shall be held in strict confidence by End-User 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. Moreover, unless otherwise explicitly authorized in an agreement between Applicant Insight and End-User for Scores obtained from a credit bureau, or as explicitly otherwise authorized in advance and in writing by a credit bureau through Applicant Insight, End-User shall not disclose to consumers or any third party any or all such scores provided under this Agreement, unless required by law.

End-User shall release and indemnify the credit bureau from all liability arising from the End-User’s unauthorized access, improper use, or reliance on consumer credit information provided pursuant to this Agreement.

End-User shall comply with any other requirement imposed by a credit bureau, so long as Applicant Insight makes End-User aware of such a requirement.

End User is a \_\_\_\_\_ 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 (“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 who is the subject of the Consumer Report. End User certifies that each such written authorization will expressly authorize End User to obtain the Consumer Report. Nothing in this certification, or elsewhere in this Agreement, is intended to allow End User to purchase the Consumer Report for the purpose of selling or giving the report, or information contained in or derived from it to the subject of the report, unless required by law, or to any other third party, and End User expressly agrees to refrain from such conduct; or
  - NOTE: Verbal authorization of the consumers are permitted as long as such comply with the requirements of the Electronic Signatures in Global and National Commerce Act (E-Sign Act)
- In connection with End User’s legitimate business need for information 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 associated with an existing credit obligation; or
- In connection with End User’s legitimate business need for the information to review an account to determine whether the consumer continues to meet the terms of the account; or
- Available for use by Government Agencies only: In connection with a determination of the 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.

End User certifies that End User shall use the Consumer Reports: (a) solely for the permissible purpose(s) certified by End User and for no other purpose; 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 agrees to retain copies of all written authorizations for a minimum of five (5) years from the date of inquiry, and make such written authorizations available to Reseller upon request.

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

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, or as otherwise clearly required by law.



## Background Screening and Related Services

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.

If TransUnion information will be used in connection with employment purposes, only services developed for such use (e.g., TransUnion’s EMPLOYMENT CREDIT REPORT) may be used. Therefore, the parties agree as follows:

1. End User is a \_\_\_\_\_ 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”).
2. 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.
3. 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.
4. 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:
  - a. A copy of the Consumer Report for Employment Purposes; and
  - b. A copy of the consumer’s rights, in the format approved by the Consumer Financial Protection Bureau.
5. End User shall use the Consumer Report for Employment Purposes only for an exclusive, 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.
6. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
7. 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.

**[ ] IF SELECTED, the parties desire that Applicant Insight shall provide State Specific Report Notifications to Applicants under the following circumstances:**

The request for a State Specific Report Notification “Copy of Consumer Report” will be initiated by either the Consumer via checkbox option during the Disclosure and Authorization process or the End-User via web, email, phone, or fax request.

The Consumer Report will be sent to the Consumer utilizing the address on file unless the Consumer or End-User provides an alternate address when the request is made. The cover letter will be sent on Applicant Insight Letterhead.

**[ ] IF SELECTED, the parties desire that Applicant Insight shall provide notifications to consumers who are residents of the State of New York via US Mail in accordance with the notice provisions of the NY Correction Law (Article 23A).**

Select the Notifications to be provided:

- Subsequent (2<sup>nd</sup>) Notification (sent only in the event of criminal record)
- Check here for registered mail option (additional fee per notice sent)

**[ ] IF SELECTED, the parties desire that Applicant Insight shall provide past or current EMPLOYMENT VERIFICATION related background screening services to End-User, and such services at times may only be available via The Work Number from the TALX Corporation, the parties agree as follows.**

If products and services provided to End-User include The Work Number reports from Talx Corporation, a provider of Equifax Verification Services (“EVS”), End-User hereby acknowledges that in accordance with EVS requirements, End-User agrees to comply with EVS requirements, incorporated for reference.

End-User acknowledges that it subscribes to receive various information services from TALX Corporation, a provider of Equifax Verification Solutions (“EVS”) in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”) and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the “FCRA”) and its other state law

## Background Screening and Related Services

counterparts. In connection with End-User’s continued use of EVS information services in relation to Vermont consumers, End-User hereby certifies as follows:

End-User certifies that it will comply with applicable provisions under Vermont law. Specifically, End-User certifies that it will order EVS Employment Information relating to Vermont residents, that are credit reports as defined by the VFCRA, only after End-User has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. End-User hereby acknowledges that it has received a copy of § 2480e of the Vermont Fair Credit Reporting Statute.) and a copy of Vermont Rules Chapter 012. Consumer Fraud-Fair Credit Reporting (<https://www.transunion.com/docs/rev/business/compliance/ObligationsofUserNoticeVT.pdf>)

End-User agrees to indemnify and hold harmless The Work Number, Talx Corporation, and Equifax Verification Services (“EVS”), its successors and assigns, officers, directors, employees, agents, and suppliers from any and all claims, actions or liabilities arising from or with respect to information products or services provided by it, regardless of the form of the information products or services.

**[ ] IF SELECTED, the parties desire that Applicant Insight shall provide FMCSA Drug and Alcohol Clearinghouse C/TPA Services to End-User on or after 01/06/2020 under the following circumstances:**

End-User has FMCSA regulated driver/operators as employees, contractors, and/or candidates; and

End-User has registered each applicable DOT number within the FMCSA Clearinghouse; and

End-User has assigned Applicant Insight as the C/TPA for each applicable DOT number; and

End-User has authorized Applicant Insight to, as desired, Report Violations, Report RTD Results, and Conduct Queries for each applicable DOT number; and

End-User has purchased and maintains adequate “queries” within the FMCSA Clearinghouse’s system; and

End-User has proper procedures to reasonably communicate events to Applicant Insight that Applicant Insight would otherwise not be aware of absent those procedures

Applicant Insight will execute the following selected tasks as the C/TPA via the current methods and best practices required by the FMCSA Drug and Alcohol Clearinghouse platform/program:

Select	FMCSA Service	Description
[ ]	Pre-Employment Full Query	Pre-employment query as defined by the FMCSA regulations, including: <ul style="list-style-type: none"> <li>• Verification of driver information</li> <li>• Registration initiation (if applicable)</li> <li>• Consent initiation</li> <li>• Results processing</li> </ul>
[ ]	Limited Query	Annual current driver query as defined by the FMCSA regulations, including: <ul style="list-style-type: none"> <li>• Verification of driver information</li> <li>• Individual and Batch initiation</li> <li>• Results processing <ul style="list-style-type: none"> <li>○ A Limited Query resulting in a mandated Full Query due to the presence of reported driver information in the clearing house will be charged an additional “Full Query” fee</li> </ul> </li> </ul>
[ ]	Reporting of Events	Reporting information to the Clearinghouse on behalf of the End-User under the applicable DOT number such as: <ul style="list-style-type: none"> <li>• BATs</li> <li>• Refusal to Test</li> <li>• Negative RTD Drug Tests</li> <li>• Completion of Follow-up Testing</li> </ul>

Requirements, pricing, and process are subject to change based on any announced or unannounced FMCSA or DOT rule or requirement changes. In the event of such a change, Applicant Insight will make all reasonable efforts to communicate such changes to the End-User 30 days prior to the changes taking effect.

**I certify that I am authorized to execute this Addendum on behalf of the End-User Company listed below. Further, I certify on behalf of End-User Company that the above statements are true and correct and agree to the terms and conditions set forth.**

\_\_\_\_\_  
**End-User Company or Business Legal Name**

**Applicant Insight, Inc.**

\_\_\_\_\_  
**Address (Street, City, State, Zip Code)**

**7324 Little Road, New Port Richey, FL 34654**

\_\_\_\_\_  
**Telephone Number/Fax Number**

**Phone: 800-771-7703/Fax: 800-890-6454**

\_\_\_\_\_  
**Signature of End-User's Authorized Agent**

\_\_\_\_\_  
**Signature on Behalf of Applicant Insight**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**