

ACCOUNT SERVICE AGREEMENT

SECTION A: TERMS & CONDITIONS

This Service Agreement is executed by and between One Source The Background Check Company, a Nebraska corporation and Consumer Reporting Agency hereinafter referred to as "CRA" and hereinafter referred to as "End User" and collectively referred to as the "Parties".

SCOPE OF AGREEMENT. This Agreement applies to any information services which End User may desire to receive from CRA and which CRA offers to End User. Such information services shall herein be collectively referred to as "Services".

CONSUMER REPORT INFORMATION. CRA makes certain consumer report information available to its End Users who have a permissible purpose for receiving such information in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). Such consumer report information shall herein be collectively referred to as "Consumer Report" or "Reports".

COMPLIANCE WITH APPLICABLE LAWS. End User understands that federal government, individual states and municipalities, and nations worldwide may have laws that regulate, ban, or restrict the use of this information and it is up to the End User to identify and comply with such laws. End User certifies awareness of the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The FCRA creates responsibilities and obligations for the End User. End User understands these obligations and agrees to abide by them. International laws/regulations would need to be followed if consumer reports are procured that will include information from outside the U.S.

FCRA PENALTIES. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CRA 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 CERTIFICATIONS. End User certifies that it shall request Reports solely for End User's exclusive one-time use and use such information solely for the permissible purpose(s) set forth below in Permissible Purposes and for no other purpose, subject however to the additional restrictions set forth herein. If requested by CRA, and in addition to the general certification set forth herein, End User agrees to, and shall, individually certify the permissible purpose for each Consumer Report it requests. Such individual certification shall be made by End User pursuant to instructions provided from time to time by CRA.

ACKNOWLEDGMENT OF THE ABOVE TERMS AND CONDITIONS: _____

PERMISSIBLE PURPOSE(S):

1. 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
2. In connection with the underwriting of insurance involving the consumer, or
3. Pursuant to the written authorization 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, and will contain at a minimum the subject's name, address, social security number (where available) and signature. Nothing in this certification, or elsewhere in this Agreement, is intended to allow End User to purchase Consumer Report for the purpose of selling or giving the Consumer Report, or information contained in or derived from it, to the subject of the Consumer Report, or to any other third party, and End User expressly agrees to refrain from such conduct; or
4. For employment purposes, in which case End User shall request only CRA services expressly designed for employment purposes ("Employment Report").
 - a. If ordering credit history services for Employment Reports:
 - i. End User 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").
 - ii. End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by CRA 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.; or
5. To use the Consumer Report as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of, the credit or prepayment risks associated with an existing credit obligation; or
6. To use the Consumer Report in connection with End User's legitimate business need in connection with a business transaction that is initiated by the consumer, including, but not limited to, tenant screening; or

7. To use the Consumer Report 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. End User may be required to obtain different account codes for each scope of business for which it will procure Reports.

CALIFORNIA CERTIFICATION. If End User is a retailer who uses a Consumer Report in connection with in-person credit applications, subject to the California Consumer Credit Reporting Agencies Act and all amendments thereto, then End User shall instruct its employees responsible for receiving in-person credit applications from California consumers, including point of sale applications, to inspect the consumer's photo identification prior to requesting a Consumer Report. End User shall identify to CRA, on the affected inquiry when it requests a Consumer Report for an in-person credit application. Furthermore, End User agrees to provide California Notice of Rights in English and Spanish.

VERMONT CERTIFICATION. End User agrees to comply with Vermont law when requesting a Consumer Report on a Vermont resident. End User expressly agrees to obtain the consumer's consent before requesting a Consumer Report to the extent and in the manner required by Vermont law.

INTERNATIONAL CERTIFICATION. End User agrees to make a visual inspection of the consumer's identification document and confirm the document visually matches the consumer's information prior to requesting an international search. End User agrees to inform the consumer that their personal data may be used to enable CRA, or their agents to complete an international search and that the consumer's personal information may be transferred to other countries, including countries that have inadequate privacy laws according to the European Commission, data protection commissions or government authorities. The End User agrees to notify the consumer of the purpose in collecting the data, the different categories of background screening to be completed, that a third party may be used to compile information about them, the categories of persons to whom the data may be disclosed, the consequences of not authorizing the background screening, and the right to access a copy of their report and have inaccurate information corrected.

CREDENTIALING. End User agrees to comply with CRA's obligation to complete due diligence of required credentialing prior to being given access to order and view reports. CRA will work with End User to provide options as it relates to credentialing whenever possible.

ON-SITE INSPECTIONS. End User agrees to complete an on-site inspection in the event CRA is unable to credential as part of the account activation process or prior to accessing credit reports. On-site inspections are a compliance requirement of a regulated consumer reporting agency. They add protection and security of each consumer's personal data, are industry best practice and add to the security of all One Source The Background Check Company End Users. If an on-site inspection is needed, One Source shall perform an on-site inspection of each End User's business premises and perform other such due diligence to credential End User. Please note that the on-site inspection must be scheduled an estimated 3-5 business days in advance of anticipated account activation. On-site inspections may be performed by a third party vendor. Inspectors may take photos as part of the documentation process, not to include confidential business processes or practices. Residential locations will be subject to annual inspections. In the event the End User's principal place of business changes, an additional on-site inspection of the new location must be performed within sixty (60) days of CRA becoming aware of such change. In the cases of re-inspection, End User may incur additional fees for re-inspection. Canceled inspections may incur cancellation fees.

Disclosure and Authorization. End User certifies that it will not request a Consumer Report for the certified permissible purpose, when required by law, unless:

1. A clear and conspicuous disclosure is first made in writing to the consumer before the Consumer Report is obtained, in a document that consists solely of the disclosure that a Consumer Report may be obtained for said permissible purpose;
2. The consumer has authorized in writing the procurement of the Consumer Report; and
3. Information from the Consumer Report will not be used in violation of any applicable federal or state law, equal employment opportunity law or regulation.

ACKNOWLEDGMENT OF THE ABOVE TERMS AND CONDITIONS: _____

RETENTION AND DESTRUCTION. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry and make such written authorizations available to CRA upon request. End User understands the retention and destruction practices outlined by the FACTA (Fair and Accurate Credit Transactions Act of 2003) Disposal Rule. CRA will maintain all information used for consumer reports for a term of no less than two (2) years.

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CONFIDENTIALITY. All Reports shall be used in a strictly confidential manner. Except as required by law, no information from Reports will be revealed to any other person, except for those whose duty requires they review the information in relation to the permissible purpose for which the Consumer Report was ordered.

The Consumer Report 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 Report in accordance with this Agreement.

ACKNOWLEDGMENT OF THE ABOVE TERMS AND CONDITIONS: _____

RESTRICTED ACCESS AND SECURITY MEASURES. End User shall maintain reasonable and appropriate technical security measures. End User agrees to restrict access both in authorization of users and physical security to those with a need to know. Devices used to obtain Reports and Reports, if printed, will be kept in a secure manner. CRA requires that each user have their own username and password. Personally Identifiable Information will only be transmitted in secure, encrypted methods. In the event an Authorized User is no longer responsible for accessing the information, or if End User suspects an unauthorized person has accessed the system, the End User is required to notify the CRA immediately.

PROHIBITION ON RESALE OR REUSE OF REPORTS. End User shall not obtain or use consumer reports for any other purpose other than the permissible purpose certified. End User shall not directly or indirectly, sell, transfer, lease, rent, or disclose the contents of or distribute Reports in whole or in part, alone or in conjunction with End User's own data to any third party, other than to the consumer or in conjunction with a required disclosure. End User shall use Reports solely as an End User, for a single, one time use.

SCORES. End User will request Credit 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. Note: scores are not allowed for the permissible purpose of employment.

AUDIT RIGHTS. During the term of this Agreement and for a period of three (3) years thereafter, CRA and/or its suppliers, vendors, or their designated representative may conduct reasonable periodic audits of End User's compliance with this Agreement. CRA agrees to provide reasonable notice and coordinate during normal business hours. End User may be required to provide documentation as to their permissible purpose. End User agrees to cooperate fully and promptly in the conduct of any audit as well as promptly correct any discrepancy revealed by such audit.

RECEIPT OF REQUIRED NOTICES. End User acknowledges receipt of and certifies has read all required notices required by the FCRA including the Notice to Users of Consumer Reports: Obligations of Users under the FCRA, A Summary of Your Rights Under the FCRA and Remediating the Effects of Identity Theft.

ACKNOWLEDGMENT OF THE ABOVE TERMS AND CONDITIONS: _____

LEGAL COUNSEL. End User acknowledges CRA is not legal counsel and does not provide legal advice. End User shall seek their own legal counsel regarding specific legal responsibilities. End User shall base its screening processes, guidelines and decisions on its own policies and procedures. End User acknowledges that any consultation, training, and forms provided by CRA are provided for informational purposes only.

IDENTITY CONFIRMATION. End User is responsible for verification of the consumer's identity.

PRE-ADVERSE ACTION. Required for any Consumer Report for Employment Purposes, recommended for all Consumer Reports. Before taking adverse action in whole or in part based on the Consumer Report, End User shall provide the consumer with a copy of the Consumer Report and shall provide the consumer with a copy of the consumer's rights, in the format approved by the Consumer Financial Protection Bureau ("CFPB"), supplied by CRA as noted in section Receipt of Required Notices, with each Consumer Report. End User is required to wait a reasonable amount of time before taking adverse action. Reasonable amount of time to be determined by End User. CRA agrees to provide sample letter at the bottom of each completed Consumer Report and copy of consumer rights.

ADVERSE ACTION. End User is strictly prohibited from taking adverse action on an incomplete Consumer Report. For purposes of this Agreement, the term "adverse action" shall have the same meaning as that term is defined in the FCRA. End User further certifies that End User will provide to the consumer to whom the report relates, within 3 business days of taking such action, an oral, written or electronic notification:

1. that adverse action has been taken based, in whole or in part, on a Consumer Report received from CRA;
2. of the name, address and telephone number of the CRA that furnished the consumer report (including a toll-free telephone number 800.608.3645);
3. that the CRA did not make the decision to take the adverse action and is unable to provide to the consumer the specific reasons why the adverse action was taken; and
4. that the consumer may, upon providing proper identification, request a free copy of a report and may dispute with the CRA the accuracy or completeness of any information in a report.

If the consumer requests a copy of a Consumer Report from End User, within 3 business days of receiving the consumer's request, together with proper identification, the End User must send or provide to the consumer a copy of a report and a copy of the consumer's rights. CRA agrees to provide sample letter at the bottom of each completed Consumer Report and copy of consumer rights.

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REPRESENTATIONS. CRA gathers information for Reports through a number of databases that have been developed and are maintained by government agencies, private corporations and other fallible human sources and therefore cannot guarantee or warrant the accuracy or completeness of the information. CRA will investigate disputed information in accordance with FCRA requirements and complete the investigation free of charge. CRA will report back as far as allowed unless there are legal, End User, court, or vendor restrictions. Seven (7) years minimum is the industry standard.

MUTUAL INDEMNIFICATION. To the extent permitted by law, each Party, including its officers, directors, board, employees, agents, vendors, and suppliers (collectively "Indemnifying Party"), shall indemnify, defend and hold the other Party ("Indemnified Party") harmless from and against any third party claims, demands, suits, judgments, costs, expenses, damages, and liabilities, including, without limitation, reasonable attorneys' fees (collectively, Claims), to the extent caused by the Indemnifying Party's negligence, tortious conduct, or failure to comply with the "FCRA" or other applicable laws. With respect to CRA's liability for any Claim alleging inaccurate or incomplete information, End User shall, prior to taking adverse action based on the Consumer Report provide CRA with a reasonable opportunity to investigate the disputed information in accordance with CRA's FCRA imposed investigation obligations and deadlines.

If End User engages CRA to perform professional reference checks, End User further agrees to defend, indemnify, and hold CRA harmless from and against all Claims with respect to the content of reference questions that have been customized at End User's request.

LIMITATION OF LIABILITY. The Parties expressly understand and agrees that in no event will total liability to the other Party for any damages, losses, expenses, and claims and/or claim expenses including attorneys' fees exceed \$1,000,000 per occurrence and in aggregate for the annualized term of this Agreement. In no event shall either party be liable for any indirect, incidental, consequential, or special damages.

FEES AND PAYMENT. End User agrees to pay all fees, related expenses and required taxes agreed upon in pricing schedule within 30 days of receipt of invoice. CRA reserves the right to assess late fees for no payment after 60 days of End User's receipt of an undisputed invoice and may submit End User to collection agency after 120 days. CRA reserves the right to withhold access to information if payment is over 90 days past due. The Parties have the right to dispute charges in good faith, prior to a Party filing suit or terminating this Agreement.

FORCE MAJEURE. The obligations of the Parties to perform under this Agreement (other than payment obligations) shall be excused during a reasonable period of delay caused by matters beyond the affected Party's reasonable control, including, without limitation, changes in law, closure or unavailability of universities, courthouses or other sources, power or internet service failure, third party system or service integration failure, war, fire, flood, or other natural disaster.

END USER'S BUSINESS. End User certifies that the nature of End User's business is as described by End User in End User's application materials. End User is required to further disclose if they are specifically a private detective, private detective agency, private investigative company, bail bondsman, attorney, law firm, credit counseling firm, financial counseling firm, credit repair clinic or any type of company involved in credit repair activity, pawn shop (except companies that do only Title pawn), check cashing company (except companies that do only loans, no check cashing), genealogical or heir research firm, dating service, massage service, tattoo service, business that operates out of an unrestricted location within a residence, an individual seeking information for their private use, an adult entertainment service of any kind, company that locates missing children, company that handles third party repossession, underwriting insurance, company seeking information in connection with time shares, subscriptions (magazines, book clubs, record clubs and the like), company or individual involved in spiritual counseling, judgment recovery entities (other than bona fide third party collection agencies), insurance claims, asset location service, foreign company or agency of a foreign government, law enforcement agency, news agency or journalist, or business involving weapons.

ASSIGNMENT. Neither Party shall reassign this Agreement without prior written consent of the other Party; provided, however, that CRA shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets.

GOVERNING LAW. This Agreement will be interpreted, construed and enforced according to the laws of the State of Iowa without regard to its principles of conflicts of law.

TERM. This Agreement does not obligate End User to utilize services of CRA. This agreement shall be automatically renewed at the end of one (1) year from the date of signing for successive terms unless either Party gives written notice of its intention not to renew thirty (30) days before expiration of the current term. The pricing of any renewed service will be our then-current rates unless CRA agrees to a different rate at that time. Any other changes to this Agreement after the initial term, including mid-contract price adjustments may be made with a 30-day written notice.

TERMINATION. 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, CRA may, upon its election, discontinue serving the End User and cancel this Agreement immediately. End User may also terminate agreement with CRA with cause at any time by giving notice. End User may terminate without cause by giving CRA 30 day notice of termination.

ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements, negotiations or understandings whether oral or written, for any service agreement or addendum executed between parties for Reports or Services.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic transmission of the signed agreement shall be legal and binding on all parties.

CONSENT AND AUTHORITY. By signing below End User certifies that they have direct understanding and knowledge of the facts in this document. Each Party represents that this Agreement has been executed on its behalf by a representative authorized to bind such Party with respect to the undertakings and obligations contained in this agreement.

Company/End User: _____

Authorized Representative: _____

Title: _____

Sign & Date: _____