

CLIENT AGREEMENT

Premier InfoSource hereby agrees to provide at the client's request, information, documentation and/or reports containing information or documentation, for the sole purpose of employment, eligibility of licensing, or otherwise in connection with a legitimate business transaction involving the applicant. In this context, "employment" means initial employment, promotion, or re-assignment or retention as an employee.

It is the client's responsibility to provide Premier InfoSource a current list of personnel within the client's organization that are authorized to order reports. The client or his agents agree to obtain a proper signed release or authorization from each applicant and maintain a copy on file with applicant's application for employment. Client will, at the time of request, forward all such signed releases/authorizations along with the completed application for employment.

The client hereby certifies that Reports ordered and obtained from Premier InfoSource will be used for the sole purpose of employment as defined above, and that all requirements of this agreement will apply to any and all applicants submitted for service.

Client hereby certifies that Reports requested and obtained from Premier InfoSource will be used in such a way as to conform to the provisions of Public Law 91-508, Fair Credit Reporting Act, the Americans with Disabilities Act, and all other relevant federal, state, and local laws and regulations, either currently in effect or subsequently adopted or amended.

Premier InfoSource agrees to comply with the provisions of the Fair Credit Reporting Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations, either currently in effect or subsequently adopted or amended.

The client agrees that while Premier InfoSource shall be required to use good faith in attempting to obtain reliable and accurate information from sources deemed reliable, some of the information is obtained from fallible human sources, and for the fee charged, Premier InfoSource cannot guarantee or insure the information's accuracy or depth. Therefore, the client will at all times hold harmless Premier InfoSource, its officers, directors, agents, employees and contractors from any and all actions, claims, demands, liabilities, loss, damage or expenses which the client may incur directly or indirectly in connection with the use of any Report supplied to the client by Premier InfoSource, notwithstanding any act or omission of Premier InfoSource, its officers, directors, agents, employees and contractors.

The client further agrees and acknowledges that by signing this agreement that all Reports provided to the client by Premier InfoSource is at the clients request and that Premier InfoSource is acting solely as an agent of the client. The client further agrees that in accordance with the Americans with Disabilities Act, any order for a Workers Compensation Claims History on any applicant will only be made after the client has made a Conditional Offer of Employment to that applicant. Therefore, the client will agree to indemnify Premier InfoSource for any actions, claims, demands, liabilities, losses, damage or expenses (including attorney's fees), incurred directly or indirectly as a result of the client ordering a Workers Compensation Claims History, before a Conditional offer of Employment has been extended to the applicant. Furthermore, the client acknowledges and agrees that all Premier InfoSource's Reports provided to the client indicate the last date which information has been verified, and the Premier InfoSource makes no representation or warranty as to the accuracy or completeness of that information with respect to any future changes.

All information/documentation or Reports provided by Premier InfoSource to the client should be held in strict confidence by the client and, except as required by law, may not be released or made accessible in any manner to any third party. The client's employees shall be forbidden from attempting to obtain or from obtaining reports on themselves, associates, or any other person, except in exercise of their official duties.

The client further understands and acknowledges that Premier InfoSource makes no recommendation regarding the suitability of employment or credit worthiness of an individual or prospective employee. All employment decisions are the sole responsibility of the client. The client agrees that whenever an adverse employment decision is based partially or wholly upon the contents of Reports received from Premier InfoSource, the client will notify the employee/applicant for employment of his/her right to a copy of the Premier InfoSource's Report at no charge, and also provide the address and phone number of the Premier InfoSource Office.

ACCEPTED BY:

Company Name

Signature

Date

Name and Title (type or print)

EMPLOYMENT INQUIRY RELEASE

In connection with my application for employment, I understand that investigative inquiries on my background, in accordance with the Fair Credit Reporting Act and all state and federal laws, are to be made on me, including information as to my personal character, abilities, work habits, mode of living, residency, immigration status, general reputation, performance, experience, and other qualities pertinent to my qualifications for employment, including reasons for termination of past employment.

I understand that prospective employer and/or Premier InfoSource may make inquiries, including but not limited to my worker's compensation history, consumer credit history, education, professional licensing, criminal history and driving record. Furthermore, I understand that prospective employer and /or Premier InfoSource may request information from various federal, state and other agencies that maintain records concerning my past driving record, credit history, criminal history, military history, civil and other experiences, as well as claims involving me in the files of insurance companies.

I understand that information regarding my worker's compensation history is for the purpose of making certain that I am not hired for a position or assigned a job function that could aggravate a previous injury. I further understand that in compliance with the Americans With Disabilities Act, my worker's compensation history will only be investigated by prospective employers and/or Premier InfoSource after a conditional offer of employment has been extended to me.

I understand that according to the Fair Credit Reporting Act, I am entitled to know if employment is denied because of information obtained by my prospective employer from a Consumer Reporting Agency. Upon written request, I will be informed whether an investigative consumer report was requested and will be given full information as to the nature and scope of this investigation, as well as the name of the reporting agency or sources of information.

I authorize without reservation, any party (including, but not limited to, employers, law enforcement agencies, state agencies, institutions and private information bureaus or repositories) contacted by prospective employer and /or Premier InfoSource to furnish any or all of the above mentioned information. In addition, I hereby release Premier InfoSource and prospective employer from any and all liability for damages arising from the investigation and disclosure of the requested information. I further release and discharge all liability from all companies, agencies, officials, officers, employees and other persons, who, in good faith, provide to prospective employer and/or Premier InfoSource the above mentioned information as requested, in order to successfully complete a background investigation for my application of employment. I will allow a photocopy of this authorization to be as valid as the original for purposes as determined necessary by employer and/or Premier InfoSource.

PRINT FULL NAME _____

SOCIAL SECURITY # _____ ***DATE OF BIRTH** ____/____/____

CURRENT ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

DRIVER'S LICENSE NO. _____ **STATE** _____ ***SEX** _____ ***RACE** _____

PROSPECTIVE EMPLOYER _____

APPLICANT'S SIGNATURE _____ **DATE** ____/____/____

* Date of Birth, Sex and Race are being requested only for the purpose of identification in obtaining accurate retrieval of records, and will not be used for discriminatory purposes.

**ATTENTION HUMAN RESOURCE MANAGER
IMPORTANT INFORMATION**

Dear Client,

The reports provided to you by Premier InfoSource in conjunction with your hiring process are classified as "consumer reports" and are governed by the Fair Credit Reporting Act (FCRA). The FCRA provides protection and assigns responsibility to all parties involved; the provider of the information (Premier InfoSource), the user of the information (Your Company) and the subject of the information, (Your Applicant).

Recent changes to the FCRA require users to certify their compliance with FCRA. In order to comply with the new regulations, the enclosed Customer Certification Form must be signed and returned (fax or mail) to Premier InfoSource as part of our permanent file. Please return signed form no later than September 30, 1997.

Enclosed are several notices written by the Federal Trade Commission, the agency responsible for enforcing the FCRA, which we are required to provide. Should you require additional information on the FCRA, the full text as amended may be found on the Internet at (<http://www.ftc.gov/os/statutes/fcra.htm>).

Please review this information and feel free to contact our customer service with any questions you may have concerning these changes and their effect.

Sincerely,

Premier InfoSource

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CUSTOMER CERTIFICATION FORM

The undersigned user of consumer reports for employment purposes hereby certifies to the consumer reporting agency, Premier InfoSource that:

When using the information for employment purposes, we will:

1. Clearly disclose to the applicant in writing (*Inquiry Release*), that a consumer report will be obtained for employment purposes.
2. Provide a copy of the consumer report on applicant before taking any adverse action including denying employment.
3. Provide the applicant with a copy of the "Summary of Rights" notice.
4. Not use information provided in violation of any applicable federal or state equal opportunity laws or regulations.

When refusing to hire someone based in whole or part on information provided by Premier InfoSource, we will:

1. Notify the applicant of the "adverse action".
2. Provide to the applicant the "Dear Applicant" information (*See Sample*).
3. Notify the applicant of their right to a free report and their right to dispute the record (*through Premier InfoSource*).

The undersigned further agrees to abide by the Fair Credit Reporting Act as amended, effective September 30, 1997.

Company Name (type or print)

Signature Date

Name and Title (type or print)

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

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet Web Site (<http://www.ftc.gov>).

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users must have a permissible purpose.

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

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

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making unsolicited offers of credit or insurance. The particular obligations of users of this "prescreened" information are described in Section V below.

B. Users must provide certifications.

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer

reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification, as appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users must notify consumers when adverse actions are taken.

The term "adverse action" is defined very broadly by Section 603 of the FCRA. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact-such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

1. Adverse actions based on information obtained from a CRA

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

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

2. Adverse actions based on information obtained from third parties who are NOT consumer reporting agencies.

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

3. Adverse actions based on information obtained from affiliates.

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b) (2) requires the user to notify the consumer of the adverse action. The notification must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b) (2).)

II. OBLIGATION OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain prior written authorization from the consumer.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

Before taking an adverse action, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b) (1) (B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)

III. OBLIGATION OF USERS OF INVESTIGATIVE CONSUMER REPORTS

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

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

IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION

Section 604(g) of the FCRA prohibits consumer reporting agencies from providing consumer reports that contain medical information for employment purposes, or in connection with credit or insurance transactions, without the specific prior consent of the consumer who is the subject of the report. In the case of medical information being sought for employment purposes, the consumer must explicitly consent to the release of the medical information in addition to authorizing the obtaining of a consumer report generally.

V. OBLIGATION OF USERS OF "PRESCREENED" LISTS

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

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

VI. OBLIGATIONS OR RESELLERS

Section 6507(e) of the FCRA requires any person who obtains a consumer report for resale to take the following steps:

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

VII. LIABILITY FOR VIOLATION OF THE FCRA

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

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the file of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you-such as if you pay your bills on time or have filed bankruptcy-to creditors, employers, landlords, and other businesses. You can find the complete text of FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you-such as denying an application for credit, insurance, or employment-must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs-to which it has provided the data-of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone-such as a creditor who reports to a CRA-that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA-usually to consider an application with a creditor, insurer, employer, landlord, or other business.

- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you unless your employer, or prospective employer, has your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT:
CRA's, creditors and others not listed below	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Saving associations and federally chartered saving banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929
Federal credit union (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051