

PREMIER InfoSource

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 either 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 and view reports. The client or his agents agree to obtain a proper signed disclosure/authorization from each applicant and maintain a copy on file with applicant's application for employment. Client agrees, at the request of Premier InfoSource, to forward all such signed disclosure/authorizations where required.

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. The client further agrees to the following for purposes of obtaining employment credit information:

1. Client is in the business of _____ and has a need for Consumer Reports and credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee (Consumer Report for Employment Purposes”).
2. Client shall request Consumer Reports for Employment Purposes pursuant to procedures prescribed by Premier InfoSource 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. Client shall comply with any federal and state laws which may restrict or ban the use of Consumer Report for Employment Purposes.
3. Client 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 applicant/employee by the client 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 applicant/employee has authorized in writing the procurement of the report; and
 - c. Information from Premier InfoSource for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
4. Client 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 Federal Trade Commission.
5. Client certifies that they will use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision. Client shall use the consumer reports solely for the Subscriber's certified use(s). Client 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 Client own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by Client only to Client's designated and authorized employees having a need to know and only to the extent necessary to enable Client to use the Consumer Reports in accordance with this Agreement. Client 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.
6. **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.**

CLIENT AGREEMENT continued...

- 7. Client 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 Client may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Premier InfoSource and its Client for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Premier InfoSource, Client shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
- 8. Client will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
- 9. With just cause, such as violation of the terms of Client's contract or a legal requirement, or a material change in existing legal requirements that adversely affects Client's Agreement, Premier InfoSource may, upon its election, discontinue serving the Client and cancel the agreement immediately.

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 client's 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)

FORM PI-200A