

Background Resources, Inc.
29W120 Butterfield Rd. Suite 103B
Warrenville IL 60555
Phone: 630-873-2270
Fax: 630-657-1801



Certified Female Business Enterprise

Dear Valued Client:

Following is the Service Agreement for Background Resources, Inc., which needs to be completed in order to establish your account for accessing background-screening reports.

You have elected to receive credit reports as part of your product(s) selection. Credit reports require additional compliance in order to provide you with access to the credit bureaus. This is without exception and is a requirement of the credit repositories. You will need to provide all of the following information:

For employment purposes, we require you to attach the following documentation:

- a) Copy of your Business License
- b) Your business checking account **MUST** be in the business name (Enclose a copy of a voided check or deposit slip)
- c) Trade references must be verified
- d) The company telephone number must be listed with the business name and address
- e) The service agreement must be signed by an officer of the company
- f) A credit report of the principle of the business will be required (unless publicly traded) **Exhibit B**
- g) A copy of the principle owners drivers license (unless publicly traded)
- h) A copy of the current lease of the business (unless publicly traded)
- i) Letter of Intent (**Exhibit F**)
- j) An onsite inspection of your business premises will be conducted by a bureau approved vendor. The cost for this inspection is \$75.00. (See **Exhibit E** for more information)

To get started we will accept a faxed copy of this paperwork. We are required to obtain the original Service Agreement, which you may forward at your earliest convenience. It is always best to maintain a copy in your own records.

Please make payment to:

Background Resources, Inc. 29W120 Butterfield Rd Suite 103B, Warrenville, IL 60555

** To Expedite the Setup of you're new account with us, please fax a copy of the written check with this Completed Service Agreement.

If you have any questions, please do not hesitate to contact us at 630-873-2270.

Sincerely,

Background Resources, Inc.

Background Resources, Inc. *Service Agreement*

29W120 Butterfield Rd. STE. # 103B, Warrenville, IL 60555

Phone: 630-873-2270 Fax: 630-657-1801

Company Name:		Principle/Owner Name:	
Address:		City, State, Zip:	
Phone:	Fax:	Email:	
Billing Address:		City, State, Zip:	
Business Type: <input type="checkbox"/> Corporation / LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship *If sole proprietor, provide SSN: _____ - _____ - _____ (Please provide a copy of your business license and/or Articles of Incorporation)			
Do you need access to pull credit reports on employees? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, please provide all required documentation)		Number of years in Business? _____	
Industry/Type of Business?		TIN Number? _____	Number of Employees? _____
Company Web Address:			
Describe the specific purpose for which you will be using our services?			

Provide THREE Trade References: (Business references, supply company, etc...) *REQUIRED*		
Company:	Contact Name:	Phone:
Company:	Contact Name:	Phone:
Company:	Contact Name:	Phone:

Provide Bank Reference: *REQUIRED*	
Business Name Account Is Listed Under:	
Bank Name:	City, State, Zip:
Account Number:	Date Business Account Was Established:
Bank Phone Number:	Bank Rep Contact Name:

Payment Options: <input type="checkbox"/> Credit Card <input type="checkbox"/> Invoice NET 30 (Available only if business has been established 1 year or more) <input type="checkbox"/> ACH/Debit	
Billing Contact: _____	Operations Manager: _____

How did you hear about our company? <input type="checkbox"/> Advertisement <input type="checkbox"/> Directory <input type="checkbox"/> Sales Call <input type="checkbox"/> Internet <input type="checkbox"/> Referral *If you were referred to our company by an existing client, please provide to us the name of the person or company so we may thank them.

Background Resources, Inc. *Business Service Agreement*

Background Resources, Inc. will keep all information entered on this form strictly confidential.

THIS AGREEMENT FOR SERVICE (“AGREEMENT”) is entered into as of the _____ day of _____ 200__, by and between **Background Resources, Inc. (BRI)** and _____ (“Client”).

The undersigned applicant, hereinafter referred to as the “Client” agrees:

1. To comply with all provisions and accept responsibility for ordering and using information provided by background resources, inc. (BRI) in accordance with all applicable laws, but not limited to, the provisions of the Fair Credit Reporting Act 15 U.S.C. Section 1681 (FCRA), the provisions of the Driver’s Privacy Protection Act 18 U.S.C. Section 2721 et seq. (DPPA), Gramm-Leach Bliley Act (GLBA) and any state or federal laws that may apply. Client represents that it is familiar with the requirements of the FCRA, DPPA, and GLBA including specifically the permissible purposes for obtaining reports. Client will provide evidence, when reasonably requested by BRI, to show that Client is in full compliance with the FCRA. Client may obtain this information at www.backgroundresources.com or www.ftc.gov/credit.
2. BRI shall use good faith in attempting to obtain information from sources deemed reliable but does not guarantee the accuracy or completeness of the information provided. In no event shall BRI be held liable in any manner whatsoever for any loss or injury to Client or applicant resulting from the obtaining or furnishing of such information. Furthermore, that Client and applicant agrees to hold BRI and its sources (primarily Trans Union, Equifax and Experian) harmless and indemnify them from any and all claims, losses, including lost profits, lost savings, or other damages arising out of the use or inability to use our Program, or arising from the Client’s interpretation or use of the data furnished by BRI shall have no obligation or duty hereunder to provide any information that is not verifiable. Any legal action will be filed in Du Page County, Illinois.
3. Agrees to comply with business verification requirement mandated by law under federal Fair Credit Reporting Act (FCRA). Subscriber understands inspection validates they are a legitimate business and adhere to safe and secure information protection practices. Subscriber understands that if the business verification report is returned noting Subscriber’s business does not meet information security standards, BRI will deny this application for membership. If signup fee is required, this fee will not be refunded. See attached Exhibit E for further details.
4. Client certifies that it will not request any screening report unless a clear and conspicuous disclosure is first made in writing before the report is obtained, see copy of Exhibit C. Client certifies that reports will be used for employment purposes only, which means that the reports will be used for the purpose of evaluating a applicant for employment, promotion, reassignment or retention as an employee. The Client further certifies that the reports will not be used for any other purpose. The applicant has authorized in writing the procurement of the report and to keep such authorization on file for a period of five (5) years. Information from the report will not be used in violation of any applicable federal or state law or regulation.
5. Client understands and agrees that prior to taking any adverse action against an applicant based in whole or in part to information contained in the consumer reports provided from BRI, that Client will provide to the applicant a copy of the consumer report with our name and how to contact BRI, along with a copy of the Federal Trade Commission Notice Summary of Consumer Rights under the FCRA, as provided in Exhibit D. To keep all reports confidential, and use only for the purpose intended and not disclose to any unrelated third parties.
6. Client further agrees that should the applicant be denied employment, or other adverse employment action taken, Client will provide the applicant: a copy of the report; and a description, in writing, or the rights of the consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act” and the pre-adverse and adverse notifications as contemplated in the FCRA. Client guarantees that the pre-adverse action letter and the adverse action letter will include the name, address, and telephone number of BRI. A statement that BRI did not make the decision to take the adverse action, it only provided information, and BRI cannot give specific reasons why adverse action was taken. A statement that the consumer has a right to dispute the accuracy and completeness of the report by contacting BRI.
7. The information is obtained and managed by fallible human sources, and that, for the fee charged, BRI cannot guarantee, nor will be liable for the accuracy or the depth of information provided, regardless of the origin of the inaccuracies.
8. To assume responsibility for the final verification of the applicant’s identity. It will base all decisions on its own policies, and keep all reports strictly confidential.
9. The undersigned individual, being employed by and/or financially interested in the Client identified below, and in consideration of BRI entering into a service agreement and related contracts (“Agreements”) with such Client, personally and individually guarantees all payments due to BRI by client under said Agreements. The undersigned waives presentment, protest, demand and notice of dishonor or default in connection with this guarantee and any payments due by Client under the Agreements, and the individual expressly recognizes that this Guarantee creates personal obligation, and that any default under this Guarantee may be reflected on the undersigned’ personal credit file.
10. To pay for services as required through selection of payment options. If invoiced, Client agrees to payment terms of Net 30 Days and to pay a finance charge of 1.5 % per month for any accounts in arrears. Customer understands any accounts that are considered “past due”, or in arrears for payment may have their service interrupted or discontinued. This may occur on the 10th day following the normal due date unless an agreed upon financial arrangement has been made with BRI. In addition if the account goes to collection, Customer agrees to pay all collection expenses, including legal fees. If BRI discontinues service for non-payment, an additional re-connect fee of \$50.00 shall apply to Customer’s next invoice once payment is made and services have been reinstated. Payments may also be made through Visa or MasterCard. Any returned NSF checks will impose a \$40.00 per incident fee to next invoice. That with just cause, such as delinquency or violation of the terms of this Agreement or a legal requirement, BRI may, upon its’ election, discontinue serving the client and cancel this Agreement immediately.
11. BRI employees will be glad to help customers understand a report, but they are not allowed to render any legal opinions regarding information contained in any transmitted report.
12. Client authorizes BRI to investigate the references, statements and other data contained in this agreement or obtained from client or any other person pertaining to client’s credit responsibility. It is understood that all information obtained will only be used by BRI to evaluate the application and will be held in the strictest of confidence.
13. Client will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties. The Fair Credit Reporting Act provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretense shall be fined under title 18, or imprisoned not more than two years, or both.
14. It is agreed that BRI reserves the right to change the schedule of service and charges from time to time upon 30 days written notice.
15. Client will cooperate and disclose requested information for periodic audits or updates by BRI or the Credit Bureau Repositories for verification of permissible purpose or for security and/or compliance procedure requirements. Non-cooperation with these procedures can and may result in permanent or temporary cancellation of services with BRI.
16. This agreement shall be construed and enforced in accordance with the laws of the state of IL.
17. The Client or End User understands they are not to resell the information in whole or in part, nor to disclose any information to any third party. Any business or individual who uses a consumer report is subject to the requirements of the Disposal Rule. The Rule requires the proper disposal of information and records to protect against “unauthorized access to or use of the information”. Client agrees to take reasonable measures for disposing of consumer report information. Client has read the disposal rule provided on BRI’s website.

SECURITY REQUIREMENTS / INTERNET ACCESS

Note: Even if you are not accessing our services via the internet, this page is required to be signed per the Security Requirements.

In consideration of the mutual covenants set forth therein, the parties agree as follows:

Access is permitted only to designated authorized users of your BRI account who have a permissible purpose for obtaining each consumer's information ("consumer report"). It is a requirement that all BRI accounts ("Client") and their authorized users ("Users") take precautions to secure any system or device used to access confidential information. To that end, Subscriber agrees to adhere to the following:

1. The ability to obtain consumer reports must be restricted to a few key personnel. Your account number, list of authorized users and passwords must be protected in such a way that this sensitive information is known only to the key personnel. Under no circumstances should unauthorized persons have knowledge of your account number, user name(s), and password(s) provided from BRI.
2. Orders for consumer reports must include the name, social security number, date of birth and address of the subject, and any other information specified by Background Resources, Inc. The operator must have a unique Internet identification and password. Sharing the identification and password is strictly prohibited. All consumer reports delivered by Background Resources, Inc. to Client through the Internet pursuant to this Addendum will be encrypted.
3. Prior to providing an authorized user with access and a password to BRI, Client will provide user with adequate training regarding the requirements set forth in Exhibit D of this agreement as well as Client's own security policies internally. Client will make sure that each User will have read and understood the employee requirements outlined within Exhibit A.
4. Client will be responsible for any failure of an authorized user to comply with any of the end user requirements, and Client's indemnity pursuant to Section 11 below shall apply to any such failure to comply.
5. Client shall not post the BRI password at its facilities, and Client will take all other actions necessary to prevent unauthorized persons from gaining knowledge of the BRI password. The BRI password must never be released by telephone, even if the caller claims to be a BRI employee. BRI reserves the right to change the BRI password at any time to prevent unauthorized access to consumer reports delivered to Client through the Internet.
6. All Internet access software used by Client to order and obtain consumer reports through the Internet, whether developed by Client or purchased from a third-party vendor, must have the Background Resources, Inc. Password "Hidden" or embedded so that the Background Resources, Inc. Password is known only to authorized users. Each authorized user must be assigned a unique logon code ("Logon Code") to be able to open and use the Background Resources, Inc. Website. Authorized Users will be required to protect the secrecy of their Logon Codes, and as soon as an Authorized User loses such status (whether by termination of employment or otherwise), CLIENT WILL IMMEDIATELY disable such User's Logon Code and call a Background Resources, Inc. Customer Care or Tech Support Representative to notify of this change.
7. Client must use Microsoft Internet Explorer version 6.0 and above that supports 128-bit encryption. Client must also have Adobe Acrobat version 5.0 and above installed.
8. Client understands and agrees that this Agreement applies only to the delivery of consumer reports and any background searches by Background Resources, Inc. to Client by means of the Internet, and nothing in this Addendum modifies or supersedes the requirements of the Agreement regarding the transfer of consumer reports (or any information therein) by Client through the Internet. Client reaffirms that it will not transmit any consumer reports (or information therein) through the Internet without express written permission of Background Resources, Inc. pursuant to the requirements of the Agreement.
9. Client agrees that it will permit the Repositories to audit Client's compliance with the requirements of this Addendum and to make any changes required by a Repository. Client agrees that Background Resources, Inc. may terminate or suspend providing consumer reports to Client through the Internet if required by a Repository.
10. Client agrees that Background Resources, Inc. may, without any liability to Client, terminate or suspend Client's receipt of consumer reports via the Internet at any time, effective immediately on oral or written notice, for any reason including, without limitation, Background Resources, Inc.'s determination that such method of transmission to Client imposes a risk of misuse of the consumer reports, Client's breach of any requirement of this Addendum or the Service Agreement, any material increase to Background Resources, Inc. in the cost of using the Internet, or any other reason. In addition, if the Agreement is terminated, this Addendum shall automatically terminate.
11. Client agrees that its indemnity in the Agreement applies to any breach by Client of its obligations in this Addendum or any misuse of any credit report obtained through the Background Resources, Inc.'s Website or any information contained in any such report by any User of Client, agent, or independent contractor of Client (or former employer, agent, or Independent contractor).

12. Client agrees that BRI may audit Client's compliance with the requirements of this Addendum at any time on reasonable notice to Client and that Client will cooperate with BRI in such audits. Client agrees to implement any change to its procedures (whether as a result of such audit or otherwise) and to establish any new procedures requested by BRI.
13. This Addendum will not be effective until accepted and approved by BRI. No change in this Addendum may be made except pursuant to a written instrument executed by the Compliance Officer or other authorized officer of BRI.
14. By this agreement, the Client takes responsibility for attaining an authorization signature for release of investigative background inquiries to be made on the subject or applicant for any services performed by BRI.

Please Read and Sign Below:

This information is submitted for the sole purpose of establishing service with BRI. Client has read and understood the agreements, addendums, and exhibits that apply and hereby certifies that the information provided is true and correct, and agrees to accept full responsibility for its employees and endusers to follow these agreements & guidelines herein from BRI and in cooperation with the FCRA, DPPA, GLBA and other applicable laws with respect to approved permissible purpose.

ACCEPTED AND APPROVED:

_____	_____	_____
Client Authorized Signature	Title	Date

_____	_____	_____
BRI Authorized Signature	Title	Date

Note: Even if you are not accessing our services via the internet, this page is required to be signed per the Security Requirements.

Note: Even if you are not accessing our services via the internet, this page is required to be signed per the Security Requirements.

EXHIBIT A

USER REQUIREMENTS

All authorized Users must agree to comply with the following requirements:

1. The User must have read the portions of the Addendum and the Agreement for Service relating to the permissible purposes for which consumer reports may be ordered from Background Resources, Inc. and the restrictions on the use and dissemination of such reports and the information therein, must be familiar with the requirements specified therein, and must agree to comply with such requirements.
2. The User must agree not to disclose the Background Resources, Inc. Password or the Logon Code assigned to the User to any other person.
3. The User must agree not to order consumer reports from Background Resources, Inc. except in performance of the User's official duties for Company. The User must acknowledge his or her awareness that the Fair Credit Reporting Act provides that "[any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency [such as Background Resources, Inc.] under false pretenses shall be fined under Title 18 United States Code, imprisoned for not more than 2 years, or both."
4. The User must acknowledge that consumer reports contain extremely sensitive information, and agree to protect the privacy of such information by using consumer reports obtained from Background Resources, Inc. solely in connection with the User's official duties for Company, not copying such consumer reports (except as required by the User's official duties), not providing such consumer reports or any information therein to any person (except in the course of the User official duties), and taking adequate steps to prevent unauthorized persons gaining access to such reports or information.
5. The User must agree that after termination of his or her position or employment by Company or Company's withdrawal of the User's designation as an Authorized User, the User will not obtain or attempt to obtain consumer reports from Background Resources, Inc. through the Background Resources, Inc. Password or the User's Logon Code for any reason.
6. Any scores obtained from the repositories shall not be disclosed to the consumers or any third party unless clearly required by law.
7. Employee is aware that they will be automatically timed out after 30 minutes of inactivity on system.
8. Employee will automatically be required to change their passwords every 90 days.
9. Employee will be permanently locked out of their accounts after three consecutive invalid login attempts. Should this occur, employee will need to contact our technical support department. Employee will need to verify three distinct items pertaining to their account before obtaining a new password.

I am requesting the following User's receive user names (passwords will be issued at time of setup). I certify that each User has read and understands the Exhibit A as a requirement to access consumer reports.

Client Signature

Dated

*NOTE: Even if you are not accessing our services via the internet, this page is required to be signed per the Security Requirements. Please list yourself and all authorized users with a valid email address.

Exhibit A (Continued)

Users for Internet Delivery

I am requesting myself and the following users from my office to have Internet access to consumer reports provided by Background Resources, Inc. I have given each user shown below a list of the User Requirements pertaining to Internet consumer reports as well as educated the employees on the Federal and State laws. I certify that anyone whom I give access to this information understands our security procedures to protect the applicant's privacy. I acknowledge that it is my responsibility to contact Background Resources, Inc. if an User should no longer have access to the consumer reports or if I should become aware of any misuse or violation of this agreement.

I am requesting myself & the following User's receive user names (passwords will be issued at time of setup).

An administrator/manager email address is required. All Internet account correspondence will be addressed only to the administrator/manager.

PLEASE PRINT LEGIBLY	
User Names/Title	Users E-Mail Address
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____
6) _____	_____
7) _____	_____
8) _____	_____
9) _____	_____
10) _____	_____

Client Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit B

This form should only be filled out and signed by the owner of the company should you require access to credit reports

CREDIT RELEASE

Principal's Name: _____

Social Security # : _____ - _____ - _____

Home Address: _____

City / State /Zip: _____

Title or Position: _____

Home Phone : (____) _____ - _____

As Owner, Partner, Principal or Officer of _____
(Company Name), I hereby give my consent to Background Resources, Inc. to obtain any and all information concerning my business, personal history, and financial credit report. Such information may be gathered through the use of any investigative or credit repositories of its choice. In addition, I hereby authorize Background Resources, Inc. to secure all information, including credit information contained in my creditors account files.

Signature: _____ Dated: _____

Exhibit C

SAMPLE DISCLOSURE

Sample Disclosure: As the employer or user of consumer reports, it is your responsibility to ensure compliance with all of the relevant federal, state and local laws governing this area. We strongly recommend that prior to use, you consult with an attorney.

In connection with, and duration of my employment (including contract for services) with you, I understand that investigative background inquiries are to be made on myself including consumer, criminal, driving, workers compensation, and other reports. This information will, in whole or in part, be obtained from Background Resources, Inc. (BRI). These reports will include information as to my character, work habits, wage/salary, any information reported in my file, performance and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various federal, state and other agencies which maintain public and non-public records concerning my past activities relating to my driving, credit, criminal, workers comp, civil and other experiences as well as claims involving me in the files of insurance companies.

I authorize and consent for full release of records (either orally or in writing), without reservation to any party or agency contacted by this employer to furnish the above-mentioned information. I release and hold harmless any individual, corporation, private or public entity from any and all causes of action that might arise from furnishing to the Employer and/or BRI information that they may request pursuant to this release.

A photo or faxed copy of this release will act as the original and shall be valid for this and any future reports or updates that may be requested by the Employer in connection with my employment. In the event that information from the report is utilized in whole or in part in making an adverse decision with regard to your potential employment, we will provide you with a copy of the consumer report and a description in writing of your rights under the Federal Fair Credit Reporting Act.

DATE OF BIRTH** / /
 Month Day Year

Used to obtain accurate retrieval of records. The age discrimination act in the employment act of 1967 prohibits discrimination in employment based on age.

PRINT FULL NAME _____

SOC.SEC. NO. / /

CURRENT ADDRESS _____

CITY/STATE/ZIP _____

DRIVER'S LICENSE NO. _____ STATE _____

APPLICANT'S SIGNATURE _____ DATE _____

PROSPECTIVE EMPLOYER _____

PLEASE LIST ANY OTHER PREVIOUS RESIDENCES FOR THE LAST 7 YEARS:

1. _____ 2. _____

California, Minnesota & Oklahoma Applicants Only: Please check here to have a copy of your consumer report sent directly to you. Under section 1786.22 of the California Civil Code, you have the right to request to B.R.I., upon proper identification, the nature and substance of all information in its files on you, including the sources of information, and the recipients of any reports on you which B.R.I. has previously furnished within the two-year period preceding my request. You may view the file maintained on you by B.R.I. during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone.

*Date of Birth is being requested in order to obtain accurate retrieval of records.

Exhibit D

Notice of consumer rights under the FCRA:

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 files 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 the 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 to your employer, or prospective employer, without 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:

CRAAs, 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

Savings associations and federally chartered savings 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 unions (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

Exhibit E

Business Site Verification

The unfortunate increases today in criminal activity of individual's private information, credit fraud and identity theft has lifted everyone's awareness to do everything possible to protect ourselves against these crimes. Our industry in general has become more and more regulated over the years to counteract against these crimes to protect people's private information. The Business Site Verification is an industry requirement to combat these issues. Every **legitimate** screening company is required to conduct an onsite inspection prior to opening a new account. The purpose is to provide to BRI the necessary proof to show compliance with federal, state and local government laws. Furthermore it shows you are taking the proper safeguards needed to ensure the personal private information you are receiving is being protected and secured from persons who are not authorized to access this information.

PLEASE NOTE:

Business Site Verifications are performed by a third party company. You may be contacted in the future by an authorized third party company to conduct the Business Site Verification for your location. On average the time between scheduling a date/time to the actual visit is about 3-4 business days however the visit itself is usually on 20-30 minutes. The following is a short list of some (not all) items checked during the site visit in relation to your business and background screening.

Companies/Commercial Address Inspection

- ❖ Are credit and other consumer files are kept in lockable filing cabinets? This should included rental applications, leases and employment applications.
- ❖ Is there a shredder or other machine present to destroy applications, leases or consumer reports that are no longer needed? Is there a policy in place to ensure this is done?
- ❖ Are computer screens locked (password protected) after a certain "idle" time period?
- ❖ Does the business office or area, where the credit files, computers, filing cabinets etc. are located, have a locked door?
- ❖ Are fax machines and computers in a secure location away from the public or in a location were there is a serious risk of sensitive information being accessed by unauthorized personnel?
- ❖ Are there security measures in place to restrict access to the work area from unauthorized persons?
- ❖ Is the business actually located at the address listed on the BRI membership application? If not, why?
- ❖ Is there a permanent sign identifying the business and does the name match what is listed on the BRI membership application? If not, why?
- ❖ Is the company located in a commercial building (as opposed to a private residence or apartment)?
- ❖ Is the office space shared with another business? If so, what business and in what relation are they to your business?
- ❖ Is there a business license displayed?

Exhibit F

To meet the compliance regulations of the credit bureaus, we are required to obtain a Letter of Intent from your organization prior to accessing any credit reports. The information below must be included when creating the letter. This document should then be submitted along with your completed Service Agreement.

LETTER OF INTENT

The Letter of Intent must be on your company letterhead and must be signed by an officer, owner, or authorized manager of the company. In this Letter of Intent, put in your own words, at a minimum, the following information.

- The nature of your business
- Your intended use for the service
- The anticipated monthly volume
- Intent as to whether you anticipate access will be primarily local, regional, or national.

Thank you,

Compliance
Background Resources, Inc.

Background Resources, Inc.

29W120 Butterfield Rd.
Suite # 103B
Warrenville, IL 60555
Phone: 630-873-2270
Fax: 630-657-1801



Certified Female Business Enterprise



I hereby authorize Background Resources, Inc to charge the credit card listed below for payment of fees, which are incurred by the customer account, listed below. I certify that I am authorized to sign this form and owner of credit card listed below.

Company Name _____

Customer ID BR-_____

Credit Card Type: AMEX () VISA () MasterCard ()

Name on Card: _____

Billing Address for Card: _____

Credit Card Number _____

Expiration Date ____/____ VID Code** _____ **(REQUIRED FIELD)**

Customer Signature _____

Your completion of this authorization form helps us to protect you, our valued customers, from credit card fraud. Background Resources, Inc will keep all information entered on this form strictly confidential.

**** Most credit cards display the code on the back of the card, just above the signature and at the end of the regular account number.**

For Office Use Only :

DATE:

AMOUNT:

APPROVAL CODE:

**AUTHORIZATION AGREEMENT FOR AUTOMATIC DEBITS
(ACH DEBITS)**

COMPANY NAME _____ **BR -** _____

I (We) hereby authorize Background Resources, Inc., hereinafter called COMPANY, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my (our) Checking or Savings account (select one) indicated below at the depository named below, hereinafter called DEPOSITORY, to debit and/or credit the same to such account.

DEPOSITORY

NAME _____

BRANCH _____

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

ROUTING NUMBER _____

ACCOUNT NUMBER _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. If I change banks or bank accounts, I am fully responsible for immediately notifying COMPANY of the change.

YOUR NAME _____
Please Print

YOUR SIGNATURE _____

YOUR TITLE _____ **DATED** _____
Please Print

☆☆☆☆☆☆☆☆☆☆ **REQUIRED** ☆☆☆☆☆☆☆☆☆☆

- 1. PLEASE FAX WITH THIS FORM A VOIDED CHECK REFERENCING ABOVE ACCOUNT NUMBER. Return Fax To 630-657-1801 And**
- 2. PLEASE SEND ORIGINAL SIGNED FORM TO OUR OFFICE WITHIN 5 BUSINESS DAYS.**

Mail Original to:
**Background Resources, Inc.
29W120 Butterfield Road Suite #103B
Warrenville, IL 60555
Attn: Accounting Department**

Drug Testing Addendum to Contract Services

Drug Testing Obligations: If drug testing is requested to be included in the screening report with respect to any applicant, subscriber agrees that it:

- a. Shall comply with all Federal, State and Local Laws, including the F.C.R.A., D.O.T., H.I.P.A.A. and other applicable laws, with respect to the request for drug screening services provided by Background Resources, Inc. ("B.R.I.") and/or its vendors and the use of the results of such drug screening;
- b. Shall provide applicant with chain of custody form and directions to an authorized collection site;
- c. Enter all requests for drug screening into the B.R.I. system prior to specimen collection

Medical Review Officer ("MRO"): MRO is provided by our drug testing services, the subscriber agrees to the following:

- a. The MRO will be responsible for (i) donor identification; (ii) Chain of Custody (COC) form completion and documentation; (iii) signature requirements; (iv) test result analysis of positive results; (v) resolution of correctible flaws on COC forms (vi) donor contact to verify positive, cancelled, substituted, adulterated or unacceptable results; (vii) determination of alternative explanations for positive, cancelled, substituted, adulterated and unacceptable results; (ix) modification or verification of results based on applicant contact (x) report positive findings to subscriber through B.R.I. and; (xi) maintenance of drug test reports pursuant to applicable Federal and State laws and regulations.
- b. Subscriber agrees to pay for all B.R.I. testing products and services provided under the Subscriber Agreement including fees for (i) third party collection sites (ii) out of network facilities; (ii) emergency services; (iii) one to one set ups; (iv) unclaimed drug tests; (v) requests open but not performed; (vi) shipping fees and/or (vii) fees for changing network clinics and (viii) other related fees.
- c. Definitions for additional fees:
 - (i) Third party collection sites – Sites outside of the primary Laboratory network of Patient Service Centers. Third party collection sites are matched to a customer site match based on a specific mileage radius.
 - (ii) Out of network facilities – Facilities that are not associated with either the primary network of the Laboratory or the third party vendor network of collection facilities provided in the site match.
 - (ii) Emergency services – Drug and/or alcohol tests performed (i) after an incident or accident, or (ii) tests conducted for reasonable suspicion.
 - (iii) One to one set ups – Provided by the third party network vendor in the case where there is no primary Laboratory Patient Services Center ("PSC") or third party collection site matched within the customers requested radius.
 - (iv) Unclaimed drug tests – A drug test result received by B.R.I. for which the customer has not opened a request in the B.R.I. system into which the result can be posted so that the customer has access to it.
 - (v) Requests open but not performed – Request that is opened in the B.R.I. system for which there is no evidence, paperwork or result received indicating that the test was taken or specimen provided.
 - (vi) Shipping Fees – Fees for shipping, mailing or transporting the specimen from one state or country to another.

Subscriber shall indemnify, defend and hold B.R.I. harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by B.R.I. based upon the illegal or wrongful use by subscriber of the drug testing services and products, the negligence or intentional wrongdoing by Subscriber in connection with the use of the drug testing services and products, or Subscriber's failure to comply with its obligations under S.A.M.S.H.A., D.O.T. or other applicable laws in connection with the procurement or use of the drug testing services and products.

WARRANTY: SUBSCRIBER ACKNOWLEDGES THAT THE ONLY WARRANTY PROVIDED FOR THE DRUG TESTING PRODUCTS ARE THOSE PROVIDED BY THE MANUFACTURER AND THAT THE PRODUCTS ARE PROVIDED "AS IS." NO WARRANTIES ARE MADE BY BACKGROUND RESOURCES, INC. WITH RESPECT TO SUCH PRODUCTS. B.R.I. SHALL USE ITS BEST EFFORTS TO PROVIDE HIGH QUALITY, TIMELY AND ACCURATE INFORMATION TO SUBSCRIBER, HOWEVER SUBSCRIBER RECOGNIZES THAT B.R.I. CANNOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED BECAUSE SUCH INFORMATION IS OBTAINED FROM THIRD PARTY SOURCES THAT MAY NOT ALWAYS BE ACCURATE OR CURRENT.

Client has read and understood the agreements in the Main Service Agreement, in this addendum, and other addendum's that apply. Client hereby certifies that the information provided is true and correct, and agrees to accept full responsibility for its employees and endusers to follow these agreements & guidelines herein from B.R.I. and in cooperation with the F.C.R.A., D.P.P.A., A.D.A., D.O.T., H.I.P.A.A. and F.H.A and other applicable laws with respect to approved permissible purpose.

Your Company Name: _____ Dated: _____

Client Authorized Signature: _____ Client Title: _____