



Pre-employment Screening Agreement Checklist

To establish an account with Back Track Screening, complete and fax back the following documents

1. **Agreement for Service** (pages 2-5, initial pages 2-4, sign page 5)
2. **End User Certification** (page 6)
3. **Application** (pages 9 & 10)
4. **Access Security Requirements** (page 11)
5. **Payment Agreement** (page 13 - Only if paying by credit card)
6. **Guarantee** (page 14 - For start-up companies only)

7. **In addition to items 1-6 listed above, please include the following documents listed below:**
 - a) **Copy of Business License or Corporate Papers**

 - AND

 - b) **Copy of an invoice from two (2) business references you are currently doing business with.**

8. **Subscribers must have a telephone listing with directory assistance**

When complete, fax all documents to 801-326-8277 Attn: Subscriber Processing

A one-time \$55.00 Account Setup Fee will be billed to your account

AGREEMENT FOR SERVICE

The undersigned (hereinafter referred to as "Applicant") desires to use the services of McDel Company, LLC dba Back Track Screening hereinafter referred to as "Back Track Screening" at regular service charges upon the basis outlined below:

1. Applicant agrees to comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act) as amended and all other applicable statutes, federal and state. Applicant has received the FCRA Addendum, which is made a part hereof (For a complete copy of FCRA visit www.ftc.gov/os/statutes/fcra.htm) Applicant certifies that inquiries will be made only for employment purposes. Under the Fair Credit Reporting Act any person who knowingly and willfully obtains credit information from a consumer-reporting agency under false pretenses is subject to a fine or imprisonment, or both.

2. Applicant will obtain authorization in writing from the consumer prior to obtaining consumer reports and maintain documentation for such authorization conforming to local and federal laws for a minimum of (5) five years. Applicant certifies that all credit reports whether oral or written shall be requested pursuant to procedures prescribed by Back Track Screening from time to time, maintained by the Applicant in strict confidence, and disclosed only to employees whose duties reasonably relate to the legitimate business purpose for which the report is requested and will not sell or otherwise distribute to third parties any information received thereunder, except as otherwise required by law. Applicant will cooperate with all requests for information and/or documentation to support compliance with this agreement and the Fair Credit Reporting Act as may be requested, including any requests by Back Track Screening's consumer reporting provider to audit the books and records of Applicant relating to compliance with this Agreement.

3. Applicant certifies that it will not request a Consumer Report for Employment Purposes unless:

- A. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
- B. The consumer has authorized in writing the procurement of the report; and
- C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

4. Applicant further certifies that **before** taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer:

- 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, which notice shall be supplied to Subscriber by Back Track Screening.

5. Applicant further certifies that **after** taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer:

A. The name, address and telephone number of the consumer reporting agency and a statement that the agency did not make the decision to take the adverse action and is unable to provide the consumer with the specific reasons why the adverse action was taken.

B. A notice of the consumer's right to obtain a free copy of the consumer report from the consumer reporting agency within 60 days of the notice and to dispute the accuracy or completeness of any information in the report.

6. Back Track Screening shall not be liable in any manner whatsoever for any loss or injury incurred by Applicant or Applicant's employee or prospective employee as a result of the obtaining or furnishing of such information. Applicant recognizes that the information is secured by and through fallible human sources and Back Track Screening does not guarantee the accuracy of such information. Applicant agrees to indemnify and hold harmless Back Track Screening from and against any loss, claim, damage or expense of any nature, including attorney's fees in using the information obtained hereunder. Applicant agrees to indemnify and hold harmless credit repositories including Experian, TransUnion and/or Equifax from and against any loss, claim, damage or expense of any nature, including attorney's fees in using the information obtained hereunder.

Initials

7. Applicant hereby acknowledges that Back Track Screening does not create or maintain a database of records or information, and it relies on third party sources deemed reliable, including state departments, state repositories, correctional institutions, government agencies and other information sources. Back Track Screening is not

responsible for the content or accuracy of such records or information in the database. Applicant understands that database searches should only be used as a preliminary inquiry and that a subsequent County courthouse search will be performed to verify the accuracy of positive database hits. Applicant understands that there will be a charge for each County courthouse search needed to verify positive database hits.

8. Applicant has received and agrees to pricing established on rate schedule. Applicant will be notified 30 days in advance of any necessity to change/update the pricing schedule. Applicant's officer signing below personally guarantees payment for services rendered. The Applicant and the officer signing below shall be jointly and severally subject to payment for services rendered. All legal, collection, and court costs incurred for collection of past due amounts, will be added to the outstanding balance.

9. Applicant agrees to terms of payment net 15 days. As a courtesy, Back Track Screening will provide summary billing for the month previous on the first of each month. Payments are due by the fifteenth of the month and subject to, at the discretion of Back Track Screening, a late charge of one and one half percent per month, eighteen percent per annum interest charge.

10. Back Track Screening, with just cause, such as delinquency or violation of the terms of this contract or a legal requirement, a material change in existing in legal requirements which adversely affects this agreement, or by request of a national repository (Experian, TransUnion, or Equifax), may, upon its election, discontinue serving the Applicant and cancel this Agreement immediately.

11. Applicant agrees to fully support and implement policies that protect the confidential nature of information furnished by and through Back Track Screening and insure respect for consumers' rights to privacy. Applicant will take precautions to restrict the ability to obtain credit information to key personnel; safeguard access to credit software; safeguard access to websites where credit information can be obtained; protect Applicant identification and passwords; and will properly destroy hard copies and electronic files of consumer credit information when no longer needed.

12. Applicant hereby agrees to comply with all policies and procedures instituted by Back Track Screening and required by Back Track Screening's consumer reporting vendors. Back Track Screening will give Applicant as much notice as possible prior to the effective date of any such new policies required in the future, but cannot guarantee that reasonable notice will be possible. Applicant may terminate this agreement at any time after notification of a change in policy in the event Applicant deems such compliance as not within its best interest.

13. Applicant agrees that Back Track Screening and its consumer reporting vendors shall have the right to audit records of Applicant that are relevant to the provision of services set forth in this Agreement. Applicant further agrees that it will respond within a requested time frame for information requested by Back Track Screening's consumer reporting vendors regarding information provided by such vendor. Applicant understands that such vendor may suspend or terminate access to the vendor's information in the event Applicant does not cooperate with any such an investigation.

14. (a). During the term of this Agreement, Applicant agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation the FCRA, with any changes enacted to the FCRA during the term of this Agreement, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by Screening's consumer reporting vendors. Applicant further agrees to comply with Screening's "Access Security Requirements" Addendum attached hereto and made a part hereof. Without limiting the foregoing, Back Track Screening may from time to time notify Applicant of new additional, updated or new requirements relating to such laws, compliance with which will be a condition of Screening's continued provision of the credit information to Applicant, and Applicant shall utilize training materials to train and educate its employees in proper security procedures consistent with industry standards. In addition, such new requirements might require price increases. Applicant agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from Back Track Screening and such requirements shall be incorporated into this Agreement by this reference. Applicant understands and agrees that Back Track Screening may require evidence, including a certification that Applicant understands and will comply with applicable laws.

Initials

(b). Applicant will implement strict security procedures designed to ensure that Applicant's employees use the services and information in accordance with this Agreement and for no purposes other than as permitted by this Agreement. Applicant will treat and hold the services and the credit information in strict confidence and will restrict access to the services and the credit information to Applicant's employees and Applicants who agree to act in accordance with the terms of this Agreement and applicable law. Applicant will not forward or share information from Screening's consumer reporting vendors with any third party. Applicant will inform Applicant's employees and Applicants to whom any credit information is disclosed of the provisions of this Agreement. Applicant agrees to indemnify Back Track Screening and its consumer reporting vendors for any claims or losses incurred by Back Track Screening or its consumer reporting vendors as a result of the misuse of the services or the credit information by Applicant or Applicant's affiliates, employees, agents, subcontractors or Applicants in violation of this Agreement.

15. Applicant shall notify Back Track Screening of any breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person within 24 hours following discovery thereof.

16. Applicant agrees that Back Track Screening may verify, through audit or otherwise, that Applicant is in fact the end user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity. Back Track Screening may utilize a third party vendor to perform an on-site inspection of Applicant's business, and Applicant agrees to allow access to such third party.

17. Applicant agrees to notify Back Track Screening of any change of ownership or control fifteen days prior to any such change. Back Track Screening may require the new ownership to re-apply for the services provided for herein and may require a new physical inspection in the event the office location is changed. Should the applicant desire to terminate services with Back Track Screening, applicant agrees to provide Back Track Screening with a 30-day notice.

18. Applicant hereby authorizes Back Track Screening to provide copies of any information regarding Applicant to Screening's consumer reporting vendors.

19. Applicant agrees that Back Track Screening may monitor Applicant on an ongoing basis to determine Applicant's compliance with applicable law and the provisions of this Agreement. In the event Back Track Screening determines that Applicant is not in compliance with applicable law or this Agreement, Back Track Screening may immediately discontinue services under this Agreement. Applicant shall remain responsible for the payment for any services provided to Applicant by Back Track Screening prior to any such discontinuance.

20. Back Track Screening will provide, and Applicant will utilize, training materials to Applicant in order for Applicant to comply with the federal Fair Credit Reporting Act and with the policies and procedures required by Back Track Screening's consumer reporting vendors.

21. Applicant understands and agrees that basic consumer credit information delivered to Applicant by Back Track Screening is obtained from Trans Union, Equifax Information Services, or Experian Information Solutions, each of which impose different conditions on the acquisition, use and disposal of such information. Applicant agrees to abide by the terms and conditions of the attached Appendices containing such conditions, which are explicitly made a part hereof.

22. Applicant agrees that it will properly dispose of all consumer information. "Consumer Information", as used herein, shall mean any record (or compilation thereof) about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Applicant shall comply with all applicable state laws regarding consumer credit or consumer identity protection.

23. Applicant and Back Track Screening acknowledge and intend that this Agreement was entered into for the respective benefit of each of them and their respective successors and assigns, and, in consideration of their reporting information to Back Track Screening, the third party benefit to Trans Union LLC, Equifax Information Services LLC and Experian Information Solutions Inc. Nothing in this Agreement will be construed as giving any other person, firm, corporation or other entity, other than the parties to this Agreement and their respective successors and permitted assigns and Trans Union LLC, Equifax Information Services LLC and Experian Information Solutions Inc., any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Initials

24. Due to the special and unique purposes of this Agreement, neither this Agreement nor any rights or obligations in it are assignable by Applicant without the prior written consent of Back Track Screening. Consent will not be unreasonably withheld. Any dissolution, merger, consolidation or other reorganization of Applicant, the sale or other transfer of all or substantially all of the assets or properties of Applicant, or the sale or other transfer of a controlling percentage of the corporate stock of Applicant, constitutes an assignment of this Agreement for all purposes of this paragraph. The term "controlling percentage," for the purpose of this paragraph, means the ownership of stock possessing, and of the right to exercise, at least fifty percent (50%) of the total combined voting power of any class or all classes of stock of such a party, issued, outstanding and entitled to vote for the election of directors, whether that ownership is direct or indirect.

25. Notwithstanding any provision to the contrary, no party to this Agreement will be liable to the other party for any delay or interruption in performance of any obligation resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes, or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause, if the delay or interruption in performance is beyond its reasonable control.

26. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that holding will not invalidate or render unenforceable any other provision of this Agreement.

27. Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act of any party will not constitute a waiver of the rights of that party to enforce those rights and remedies with respect to any other or subsequent act or failure to act.

28. This Agreement, including the Appendices and Exhibits hereto which are expressly incorporated into it, constitutes the entire Agreement between the parties and supersedes and cancels any and all prior agreement between the parties relating to the subject matter. No changes in this Agreement may be made except in writing signed by both parties.

29. 15 U.S.C. 1681Q 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, UNITED STATES CODE, IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

30. This Agreement shall be governed by and construed under the laws of the State of Utah.

31. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, heirs, successors and assigns.

32. In connection with extending credit, Back Track Screening is authorized to obtain credit information on the Applicant and the officer signing below.

I/We fully understand the terms and conditions of your agreement and agree to proper consideration of extended credit

Specific Business Purpose Pre-employment Screening

Type of Business: _____

Applicant Name: _____

Officer Name: _____

SOC. SEC: _____

Signature: _____

Date: _____

<p>Back Track Screening</p> <p>Print Name: _____</p> <p>Position: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>For Internal Use Only</p>

END USER CERTIFICATION OF COMPLIANCE
California Civil Code - Section 1785.14(a)

Section 1785.14(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

Section 1785.14(a)(1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

Section 1785.14(a)(2) states: "If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail."

Section 1785.14(a)(3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed."

In compliance with Section 1785.14(a) of the California Civil Code, _____ ("End User") hereby certifies to Consumer Reporting Agency as follows: (Please circle)

End User **(IS) (IS NOT)** a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.

End User also certifies that it will only use the appropriate End User code number designated by Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller.

If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

End User - Company Name

By: _____
Officer

Title: _____

Date: _____

APPENDIX B

Experian Requirements

Customer, in order to receive consumer credit information from Experian Information Solutions, Inc, agrees to comply with the following conditions required by Experian, which may be in addition to those outlined in the Customer Service Agreement ("Agreement"), of which these conditions are made a part. Customer understands and agrees that Experian's delivery of information to Customer via BACK TRACK SCREENING is specifically conditioned upon Customer's agreement with the provisions set forth in this Agreement. Customer understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to Experian credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

1. Customer hereby agrees to comply with all current and future policies and procedures instituted by BACK TRACK SCREENING and required by Experian. BACK TRACK SCREENING will give Customer as much notice as possible prior to the effective date of any such new policies required in the future, but do not guarantee that reasonable notice will be possible. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.

2. Customer agrees that Experian shall have the right to audit records of Customer that are relevant to the provision of services set forth in this Agreement and to verify, through audit or otherwise, that Customer is in compliance with applicable law and the provisions of this Agreement and is fact the end user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity. Customer authorizes BACK TRACK SCREENING to provide to Experian, upon Experian's request, all materials and information relating to its investigations of Customer. Customer further agrees that it will respond within the requested time frame indicated for information requested by Experian regarding Experian consumer credit information. Customer understands that Experian may require BACK TRACK SCREENING to suspend or terminate access to Experian information in the event Customer does not cooperate with any such an investigation or in the event Customer is not in compliance with applicable law or this Agreement. Customer shall remain responsible for the payment for any services provided to Customer by CDS prior to any such discontinuance.

3. Customer certifies that it is not a reseller of the information, a private detective agency, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, asset location service, a company engaged in selling future services (health clubs, etc.), news agency, business that operates out of an apartment or a residence, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Experian.

a. Customer agrees that it will maintain proper access security procedures consistent with industry standards and that if a data breach occurs or is suspected to have occurred in which Experian information is compromised or is potentially compromised, Customer will take the following action:

b. Customer will notify BACK TRACK SCREENING within 24 hours of a discovery of a breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person. Further, Customer will actively cooperate with and participate in any investigation conducted by BACK TRACK SCREENING or Experian that results from Customer's breach of Experian consumer credit information.

c. In the event that Experian determines that the breach was within the control of Customer, Customer will provide notification to affected consumers that their personally sensitive information has been or may have been

compromised. Experian will have control over the nature and timing of the consumer correspondence related to the breach when Experian information is involved.

d. In such event, Customer will provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one (1) year, in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft, from at least one (1) national consumer credit reporting bureau.

e. Customer understands and agrees that if the root cause of the breach is determined by Experian to be under the control of the Customer (i.e., employee fraud, misconduct or abuse; access by an unqualified or improperly qualified user; improperly secured website, etc.), Customer may be assessed an expense recovery fee.

4. Customer understands that if a change of control or ownership should occur, the new owner of the Customer business must be re-credentialed as a permissible and authorized Customer of Experian products and services. A third party physical inspection at the new address will be required if Customer changes location.

5. If Customer is an authorized residential customer the following additional requirements and documentation must be supplied: (a) Experian must be notified for tracking and monitoring purposes; (b) Customer must maintain a separate business phone line listed in the name of the business; (c) a separate subscriber code for Customer must be maintained for compliance monitoring; and (d) an annual physical inspection of the office is required by Experian, for which a reasonable fee may be required.

6. Customer agrees to hold harmless Experian and its agents from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorney's fees, which may be asserted against or incurred by Experian, arising out of or resulting from the use, disclosure, sale or transfer of the consumer credit information by Customer, or Customer's breach of this Agreement. Customer further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Experian and releases Experian and its agents from liability for any loss, cost, expense or damage, including attorney's fees, suffered by Customer resulting directly or indirectly from its use of consumer credit information from Experian.

7. Experian will not, for the fee charged for credit information, be an insurer or guarantor of the accuracy or reliability of the information. EXPERIAN DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY EXPERIAN'S ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.

APPLICATION

Subscriber Information

Company Name: _____
Parent Company: _____
Address: _____ City: _____ State: _____ Zip: _____
Corp. Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Number of Employees _____
Web Address: _____

Contact(s)

Main Contact: _____ Admin. User User
Phone: _____ Fax: _____ Email Address: _____
Other Contact: _____ Admin. User User
Phone: _____ Fax: _____ Email Address: _____
Other Contact: _____ Admin. User User
Phone: _____ Fax: _____ Email Address: _____

Billing

Billing Address: _____ City: _____ State: _____ Zip: _____
Payment Method: _____ Credit Card Invoice

Trade References

(or attach copies of invoices)

Name: _____ Contact: _____
Acct #: _____ Phone: _____
Name: _____ Contact: _____
Acct #: _____ Phone: _____

Banking Reference

Bank Name: _____ Contact: _____
Acct #: _____ Phone: _____

APPLICATION (Continued)

Product Selection			
Please select the products/services you would like available for order on your account			
<input type="checkbox"/> Credit Report	<input type="checkbox"/> InstaCriminal Multi-State Search	<input type="checkbox"/> Federal District Civil Search	<input type="checkbox"/> Education Verification
<input type="checkbox"/> Social Security Search	<input type="checkbox"/> County Criminal Records Search	<input type="checkbox"/> Employment Verification	<input type="checkbox"/> Drivers Records
<input type="checkbox"/> Social Security Fraud Search	<input type="checkbox"/> Federal District Criminal Search	<input type="checkbox"/> Reference Checks	<input type="checkbox"/> Drug Screening
<input type="checkbox"/> InstaCriminal Statewide Search	<input type="checkbox"/> County Civil Records Search	<input type="checkbox"/> Professional License Verification	

Certification
Describe the specific purpose(s) for which credit will be used: _____ _____
Subscriber certifies that it is not a(n): Bail Bond company ; Credit Repair company (including credit counseling and credit clinics) ; Investigative company (including private investigators or detective agencies) ; Attorney and/or paralegal firm ; News Agency or Journalist ; Law Enforcement ; Dating Service ; Asset Location Service
Subscriber certifies that it is the <u>END USER</u> and <u>WILL NOT</u> resell reports under any circumstances.

Order & Delivery
How will you order reports? Internet <input type="checkbox"/> Fax <input type="checkbox"/>
How will you receive results? Internet <input type="checkbox"/> Fax <input type="checkbox"/>

General Questionnaire
May we list you as a reference? Yes <input type="checkbox"/> No <input type="checkbox"/>
If needed, may we contact your applicant for clarification on their application? Yes <input type="checkbox"/> No <input type="checkbox"/>
How did you hear about us? _____

Onsite Observation
Please be advised that an onsite property observation of your facilities will be performed as part of our due diligence with the credit bureaus. Please note that Back Track Screening contracts with a vendor to conduct these property observations and that our vendor will be contacting you to schedule an appointment. Please assist us in facilitating the onsite observation by providing the information below. There will be a \$25.00 fee for refused or canceled site observations.
Contact: _____ Phone: _____
Alt. Contact: _____ Phone: _____
Note: The contact person or their alternate must be present when the vendor conducts the property observation.

Signature
I certify that the information above is true and accurate. I further certify that I am authorized to sign on behalf of the company. I understand that an onsite property observation will be required for new customers.
Officer's Name: _____ Title: _____
Signature: _____ Date: _____

Access Security Requirements

Recognizing our obligation to fully support and implement policies, which protect the confidential nature of the information in our database and assure respect for consumer's rights to privacy. Only companies approved members of our service and have permissible purpose for obtaining credit reports are permitted access to credit information.

It is a requirement that all end users take precautions to secure any system or device used to access consumer credit information. To that end, the following requirements have been established:

- Your account number and password must be protected in such a way that this sensitive information is known only to key personnel. Under no circumstances should unauthorized persons have knowledge of your password. The information should not be posted in any manner within your facility.
- Any system access software you may use, whether developed by your company or purchased from a third party vendor, must have your account number and password "hidden" or embedded so that the password is known only to supervisory personnel. Each user of your system access software must then be assigned unique logon passwords.
- Your account number and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee.
- The ability to obtain credit information must be restricted to a few key personnel.
- Any terminal device used to obtain credit information should be placed in a secure location within your facility. Access to the devices should be difficult for unauthorized persons.
- Any devices/systems used to obtain consumer reports should be turned off and locked after normal business hours, when unattended by your key personnel.
- Hard copies and electronic files of consumer reports are to be secured within your facility and protected against release or disclosure to unauthorized persons.
- Hard copy consumer reports are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable regulations(s).
- Electronic files containing consumer report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s).

“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, United States Code, imprisoned for not more than 2 years, or both.”

Federal Fair Credit Reporting Act (15 USC § 1681q)

Subscriber understands its responsibilities for Access Security

Officer Name: _____

Officer Signature: _____

Date: _____

Back Track Screening

Credit Policy

Important Notification

Please remit all payments to:

Back Track Screening
P.O. Box 981592
Park City, UT 84098-1592

Credit Policy

- We invoice once per month
- Discrepancies must be brought to our attention within 30 days
- Terms are net 15 days **O.A.C.**
- Finance charges are assessed at 30 days and more (*1.5 % per Mo. \$2.50 Minimum Charge*)
- A \$25.00 reactivation fee will be added to all accounts that have experienced an interruption of service, due to lack of payment. Or secure account with a credit card
- We accept payment by check, money order, or charge card (*Visa, MasterCard, Discover*)



Payment Agreement

(Complete only if paying by credit card)

Company Name _____

I hereby authorize Back Track Screening to charge my credit card for payment on my account for amounts due for reports received by reason of my agreement to receive reports to said company. I understand this will be charged monthly on an ongoing basis as funds are due.

Card Holders Name _____

Name as it appears on Credit Card _____

Type of Credit Card _____ Account # _____

Expiration Date _____ Security # (if any) _____

Signature of Cardholder _____

Date _____

For Internal Use Only:

Pays by CC

Account # _____



Guarantee Agreement

(For start up companies only)

Company Name _____

Address _____

For good consideration, the undersigned, each being financially interested in, or duly authorized by, the above company and as an inducement for Back Track Screening to extend credit, each hereby personally guarantee payment for all amounts which may become due Back Track Screening, The company and the individual jointly and severally guarantee these payments. Amounts due Back Track Screening are by reason of its agreement to issue reports to said company.

This guarantee shall extend to all reasonable legal, collection and court costs incurred for collection activity and for any damages. A minimum collection charge of \$250 is charged to all accounts brought to small claims court

Entered into on this _____ day of _____ 20_____

Signed _____

Signed _____

Name (print) _____

Name (print) _____

Home Address _____

Home Address _____

Soc Sec # _____

Soc Sec # _____

For Internal Use Only:

Backup CC at 30 days