

1. Subscriber Compliance Certification

By placing an order for an FCRA-regulated Screening Report or by using its access to HireRight's systems to access an FCRA-regulated Screening Report, Subscriber certifies to HireRight as follows with respect to that FCRA-regulated Screening Report. If Subscriber's Screening Report order includes provision of disclosures or collection of authorizations through HireRight's eConsent solution, then Subscriber's order shall be considered placed upon the electronic completion of those documents.

1. **Permissible Purpose.** Subscriber is procuring and will use Screening Reports only for the legally permissible employment purposes set forth in this Agreement and not for any other purpose. Subscriber has received the Notice to Users of Consumer Reports and Summary of Consumer Rights prescribed by the Consumer Financial Protection Bureau. Subscriber will be the only user of the Screening Report.

2. **Applicant Disclosure and Consent.** Before procuring a Screening Report for employment purposes: (i) Subscriber has made a clear and conspicuous disclosure in writing to the Applicant, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes, (ii) for California Applicants, Subscriber has made a clear and conspicuous disclosure in writing to the Applicant, in a document that consists solely of the disclosure, of the fact that a consumer report may be obtained for employment purposes; that the report may include information on the consumer's character, general reputation, personal characteristics, and mode of living; the name, mailing address, website address, and telephone number of HireRight; the nature and scope of the investigation requested; and a summary of the provisions of Ca. Civil Code Section 1786.22; and (iii) the Applicant has authorized in writing the procurement of the Screening Report by Subscriber (collectively the "Applicant's Disclosure & Consent"). Additionally, for California, Minnesota, and Oklahoma Applicants, Subscriber provided the Applicant, by means of a check box on a form (other than the disclosure identified in clause (i) above), an option by which the Applicant could indicate on that the Applicant wishes to receive a copy of any Screening Report that is prepared and Subscriber shall timely provide that copy.

3. **Pre-Adverse Action Disclosures.** In using a Screening Report for *employment purposes*, before taking any adverse action based in whole or in part on the Screening Report, Subscriber shall provide to the Applicant to whom the Screening Report relates: (i) a copy of the Screening Report; and (ii) a description in writing of the rights of the Applicant under the FCRA, as prescribed by Section 609 ("Summary of Consumer Rights"), a copy of which is currently available at: www.hireright.com/PDFs/FTCCConsumerRights.pdf, and any other notices required by applicable Laws.

4. **Adverse Action Disclosures.** After providing the Applicant with the pre-adverse action disclosure described in paragraph 3 above (to the extent applicable), and after Subscriber has given the Applicant a reasonable period of time and opportunity to dispute the accuracy or completeness of the information contained in their Screening Report, Subscriber will, if intending to take adverse action with respect to the Applicant based in whole or in part on information contained in the Screening Report, send the Applicant a follow-up notification that Subscriber is taking adverse action (e.g., denying employment or promotion) based in whole or in part on the information contained in the Screening Report. Such notification must meet all applicable requirements set forth in FCRA §615 and any other notices required by applicable Laws.

5. **Equal Employment Opportunity Law Compliance.** The information from the Screening Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

6. **Investigative Consumer Reports.** For each Investigative Consumer Report, as defined by the FCRA (e.g., professional reference check), that Subscriber procures from HireRight, Subscriber has complied with its obligations under FCRA Section 606(a) and (b), including, without limitation, the following:

a) clearly and accurately disclosing to the Applicant that an Investigative Consumer Report including information as to the Applicant's character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure:

i) is made in writing mailed, or otherwise delivered, to the Applicant not later than three days after the date on which the report was first requested; and

ii) includes a statement informing the Applicant of his right to request the additional disclosures provided for under FCRA Section 606(b) as set forth in 6(b.) below, and a written Summary of Consumer Rights; and

b) upon written request made by the Applicant within a reasonable period of time after the Applicant's receipt of the required disclosure referenced in paragraph 6.a.(i) above, Subscriber will make a complete and accurate disclosure of the nature and scope of the investigation requested. The disclosure will be made in a writing mailed, or otherwise delivered, to the Applicant not later than five days after the date on which the request for such disclosure was received from the Applicant or such report was first requested, whichever is the later.

2. Information Access and Security Requirements

1. Subscriber shall protect its HireRight account identification number(s) and password(s) ("Account I.D.'s") so that only key Subscriber personnel with an authorized need-to-know this sensitive information are given the ability to order and access Screening Reports. Subscriber shall not post or otherwise publicly display its Account I.D.'s. If a person who knows the Account I.D.'s leaves Subscriber's company or no longer needs to have access due to a change in duties, the Account I.D.'s should be changed immediately.
2. Subscriber shall place all terminal devices or systems used to obtain Screening Reports in a secure location within Subscriber's facility so that unauthorized persons cannot easily access them. After normal business hours or when left unattended, Subscriber shall turn off and/or lock all such devices or systems used to access Screening Reports.
3. Subscriber shall secure hard copies and electronic files of Screening Reports within Subscriber's facility so that only authorized personnel can access them.
4. Subscriber shall shred or otherwise permanently destroy all *hard copy* Screening Reports when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants /employees.
5. Subscriber shall erase and overwrite or scramble *electronic files* containing Screening Reports and Applicant information when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
6. Subscriber shall make all appropriate Subscriber personnel aware that Subscriber and its authorized personnel are allowed to order and use Screening Reports only for the permissible purpose(s) set forth in this Agreement, and that Subscriber personnel shall not order or access their own reports nor order or access the report of a family member or friend unless it is approved for the permissible purposes authorized in, and conducted in accordance with this Agreement.
7. If Subscriber obtains from HireRight Alias/Address History Services or Screening Reports containing consumer credit information, Subscriber certifies that, in addition to its other obligations in this Agreement it will: (i) comply with the "Access Security Requirements" available for viewing at [www.hireright.com /service-agreement.aspx](http://www.hireright.com/service-agreement.aspx) and hereby incorporated by reference into this Agreement; and (ii) implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to the size and complexity of Subscriber's business, the nature and scope of its activities, and the sensitivity of the information provided to Subscriber by HireRight; and that such safeguards shall include the elements set forth in 16 C.F.R. §314.4 and shall be reasonably designed to: (a) insure the security and confidentiality of the information provided by HireRight; (b) protect against any anticipated threats or hazards to the security or integrity of such information, and (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Subscriber acknowledges that the requirements in this paragraph are mandated by HireRight Supplier(s) and may be updated from time to

time. By executing this Agreement, Subscriber represents to HireRight that Subscriber has reviewed and will comply with such requirements to the extent applicable to the Services Subscriber obtains from HireRight.

AGREED:

Company Name	_____	First Name	_____	Last Name	_____
Signature	_____			Date	_____