

## CLIENT SERVICE AGREEMENT

This Orsus Group Services Agreement ("Agreement") is entered between The Orsus Group, Inc. and Client effective \_\_\_\_\_ ("Effective Date").

### 1. SERVICES

Subject to the terms and conditions of this Agreement, The Orsus Group, a Consumer Reporting Agency, shall as Client's preferred provider, furnish background screening reports and the related services described herein ("Services and/or Products") in connection with Client's screening of job applicants and/or employees (collectively, "Applicants").

The Orsus Group reserves the right to change the Services and Products and charges, but no change shall become effective earlier than 30-days after written notice thereof shall have been given by The Orsus Group to the Client.

### 2. CLIENT OBLIGATIONS

a. Compliance with FCRA and Other Applicable Laws: In utilizing The Orsus Group's Services, Client is considered a "user" of consumer reports and/or investigative consumer reports under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA") A copy of the FCRA is available at <http://www.ftc.gov>. Client shall be responsible for identifying and complying with all federal (including FCRA), state, local and foreign laws and regulations (collectively, "Laws") applicable to Client in connection with its procurement and use of Consumer Reports. In accordance with FCRA and state requirements, Client agrees that it will comply with the Compliance Certification requirements and the Information Access & Security Guidelines set forth in **Attachment 1**.

b. Account Administration, Maintenance Security:

(i) Client shall assign a designated representative(s) who shall be Client's main contact(s) for the background screening services and who shall be responsible for the strict administration and control of Client's account User Identification and passwords. Upon execution of the Agreement, Client shall provide written notice to The Orsus Group's Client Services via Client Form of the name and contact information of each designated representative as of the Effective Date. Client shall thereafter provide written notice to The Orsus Group of the removal or addition of any designated representative, said notice to be provided to The Orsus Group's Client Services within TEN (10) calendar days of such change. Client shall require all designated representatives sign a Designated Representative Acknowledgement (**Attachment 2**), which shall include Attachment 1 as an Attachment, and shall provide The Orsus Group with an executed copy of each such Acknowledgement.

(ii) The designated representative(s) shall identify and authorize all Client account users and their

respective access privileges, and promptly notify The Orsus Group of any changes of account users and/or if any account User Identification or passwords become invalid, inactive or compromised in any manner. All users are required to have their own individual account to request pre-employment services. Upon execution of the Agreement, Client shall provide written notice to The Orsus Group's Client Services via Client Form of the name and contact information of each account user as of the Effective Date. Client shall thereafter provide written notice to The Orsus Group of the removal or addition of any account user, said notice to be provided to The Orsus Group's Client Services within TEN (10) calendar days of such change. Client shall require all account users sign an Account User Acknowledgment (**Attachment 3**), which shall include Attachment 1 as an Attachment, and shall provide The Orsus Group with an executed copy of each such Acknowledgement.

(iii) Client shall maintain reasonable and appropriate technical, physical and administrative measures to protect against unauthorized access to and/or misuse of The Orsus Group system and Consumer Reports, including those described in **Attachment 1, Section B** (Information Access & Security Guidelines). The Orsus Group may immediately suspend and, upon notice cancel, Client's account should The Orsus Group reasonably suspect or identify any misuse of or unauthorized access to its system and/or Consumer Reports through Client's account, or if Client at any time fails to meet The Orsus Group's standard client credentialing requirements.

c. Audit and Record Retention: Client shall maintain for a minimum of five (5) years copies of all Applicant consent forms and pre-adverse/adverse action notices (as described in **Attachment 1, Section A**) and Client shall promptly make available to The Orsus Group for compliance auditing purposes such records and other related documentation reasonably requested.

d. Prohibition on Resale: Client will not, directly or indirectly, sell, transfer, disclose the contents of or distribute Consumer Reports, in whole or in part, to any third party (other than to the applicable Applicant), and Client shall use the Consumer Reports solely as an end user.

e. Legal Advice: Client acknowledges that The Orsus Group will not render any opinions regarding Consumer Report content, and Client will base its hiring processes and decisions on its own guidelines, policies and procedures. Any consultation, training and sample forms which may be provided by The Orsus Group shall be provided for informational purposes, and The Orsus Group shall not be deemed to be providing legal advice. The Orsus Group advises employers consult experienced counsel to ensure compliant procurement and use of Consumer Reports in connection with their particular screening program.

### 3. THE ORSUS GROUP OBLIGATIONS

a. Compliance with FCRA and Other Applicable Laws: The Orsus Group shall be responsible for identifying and complying with all Laws applicable to The Orsus Group in its preparation and transmission of Consumer Reports.

b. Training and Account Implementation: The fees set forth in the Schedule of Fees include The Orsus Group's standard account implementation services, and The Orsus Group's standard user-training. The Orsus Group training is provided as an informational service and does not replace or waive Client's compliance obligations under applicable Laws or this Agreement.

c. Data Information Privacy and Security: The Orsus Group shall implement reasonable and appropriate technical, physical and administrative measures to protect Applicant data against accidental or unlawful destruction and unauthorized disclosure or access.

d. Record Maintenance and File Disclosures: The Orsus Group shall maintain consumer report information and transaction details for a minimum of two (2) years. Upon an Applicant's request and proper identification, The Orsus Group will in accordance with applicable Laws disclose to the Applicant the status and substance of their Consumer Report and file.

e. Warranty: The Orsus Group's Services will be performed in a professional manner in accordance with industry standards. The Orsus Group will maintain and follow reasonable procedures to assure the maximum possible accuracy of the information contained in each Consumer Report, and The Orsus Group will re-verify any disputed Consumer Report when either the Client or Applicant makes a request in accordance with applicable Laws.

### 4. MOTOR VEHICLES RECORDS

a. Motor Vehicle Records: If motor vehicle records ("MVRs") are requested by Client, Client agrees that: (i) it is qualified to do business and validly holds all licenses required to operate Client's business in all states where Client conducts business and/or has employees; (ii) it will comply with all applicable federal and state Laws related to the use and review of MVRs, including the Driver's Privacy Protection Act found at 18 U.S.C. § 2721 et seq. ("DPPA"); (iii) it will not use the MVRs to build its own database; and (iv) it will, from time to time upon The Orsus Group's request, execute state DMV forms required for MVR access.

### 5. PAYMENT TERMS

a. Fees: Client shall pay The Orsus Group for Services and/or Products procured by Client pursuant to the schedule contained in the Schedule of Fees (**Attachment**

4). Client will be responsible for charges resulting from Client's errors in inputting data, duplicate order entries, and order cancellations once processing have commenced.

b. Payment Terms: All invoices will be payable by Client NET 30 Days. The Orsus Group may, following reasonable advance notice, suspend Client's account and/or charge Client interest on the outstanding balance at the lesser of 1½ percent per month or the highest rate permitted by law, in the event an invoice remains unpaid past the due date. Client shall pay all reasonable attorney's fees, court costs and expenses which may be incurred in connection with the collection of any past due amounts.

c. Disputed Invoices: Any dispute with an invoice must be brought to the attention of The Orsus Group in writing within ten (10) days of the invoice date or Client waives any such dispute and the invoice shall be final, binding and indisputable.

### 6. CONFIDENTIAL INFORMATION

a. Confidential Information: Client and The Orsus Group acknowledge that, as a result of the relationship between Client and The Orsus Group created by this Agreement, Client and The Orsus Group may have access to the following: (i) each other's valuable trade secrets, as defined by applicable law, (ii) and each other's proprietary information which relates to each other's past, present and future research, development and business activities; and (iii) information arising from the Service or Product provided by The Orsus Group to the Client (collectively, the "Confidential Information"). Client and The Orsus Group hereby agree on behalf of themselves, their shareholders, officers, employees, affiliates, subsidiaries, agents and representatives (the "Affiliates"), to treat and maintain the confidentiality of each other's Confidential Information. Client, The Orsus Group, and Affiliates shall not use, without prior written consent, nor disclose, in whole or in part, any Confidential Information. Client, The Orsus Group and Affiliates shall not disclose any Confidential Information nor shall Client, The Orsus Group and/or Affiliates use Confidential Information to the detriment of each other.

The terms of this provision shall survive the termination of this Agreement. By execution hereof, Client and The Orsus Group acknowledge and agree that money damages would not be a sufficient remedy for a breach of this provision of the Agreement, and, in addition to all other remedies to which either party may be entitled, either party shall be entitled to specific performance and injunctive or other equitable relief as remedies for such breach or threatened breach. Client and The Orsus Group agree not to disclose any Confidential Information to any Affiliate until said Affiliate acknowledges in writing that he/she/it fully understands the terms of this Agreement and this confidentiality clause, and he/she/it agrees in writing to comply with said clause.

b. Required Disclosures: If either Client or The Orsus Group is requested in any judicial or administrative

proceeding or by any governmental or regulatory authority (whether by depositions, interrogatories, requests for information or documents ie: open records requests made to the Client,, subpoenas, civil investigative demands, application regulations or similar processes) or otherwise required by applicable Laws to disclose the Confidential Information, the Client or The Orsus Group may make such disclosure, provided it uses reasonable efforts to give prompt written notice, as soon as practicable, to the other party of such required disclosure so that the party may seek an appropriate protective order. Notwithstanding anything to the contrary above, The Orsus Group shall not (i) be restricted from disclosing to Applicants their Consumer Reports and file information in accordance with applicable Laws, (ii) be restricted from disclosing Confidential Information to the extent necessary to perform its Services under this Agreement, or (iii) be required to destroy, erase or return any Consumer Reports or related Applicant data in The Orsus Group's files, which The Orsus Group shall maintain and utilize in strict compliance with all applicable Laws.

## **7. PROHIBITION AGAINST HIRING**

Client shall not, during the term of this Agreement and for a period of two (2) years following the termination or expiration of the Agreement, retain, hire, employ or utilize the Services of an employee of The Orsus Group while the employee is currently employed with The Orsus Group, or any individual who was an employee of The Orsus Group in the previous three (3) month period.

## **8. TERMS AND CONDITIONS**

a. Term of Agreement: This Agreement will remain in full force and effect for a period of one year from the Effective Date of this Agreement. This Agreement may be terminated with or without cause, by either party, upon thirty (30) days prior written notice of cancellation. Any retainer fees paid to secure the Services and/or Products described will be subject to forfeiture (all or in part) to compensate The Orsus Group for expenses incurred as a result of service delivery preparation and start-up. At the end of the initial one-year period, this Agreement shall automatically renew for successive one (1) year periods, unless terminated pursuant to a thirty (30) day written notice by either party.

b. Entire Agreement; Modification of Agreement:

(i) It is understood that this Agreement supersedes all previous Agreements, oral or written, between The Orsus Group and Client and all previous representations made by either party.

(ii) This Agreement shall not be superseded or modified by any purchase order or acknowledgement issued at any time by the Client. No modification of this Agreement shall be effective unless reduced in writing and signed by both parties to this Agreement. This Agreement and any modifications hereto shall not be effective or enforceable against The Orsus Group unless this

Agreement or modifications hereto are executed by Client and the designated officer of The Orsus Group.

c. Mutual Benefit: It is expressly understood that this Agreement is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations inure to any party other than those signatory hereto.

d. Notice of Breach: Prior to claiming a breach by a party hereunder, the party alleging such breach shall first provide the alleged breaching party with written notice thereof specifying the claimed breach and providing the alleged breaching party a period of no less than thirty (30) days to cure the breach, except that no notice need be provided when the terminating party determines that the action giving rise to termination cannot reasonably be remedied.

e. Commencement and Completion Dates: The Client acknowledges that the scheduled starting and completion dates of projects are estimates only. The failure to commence or complete the Services and/or Products hereunder as of the dates specified shall not constitute a breach of this Agreement.

f. Liability and Indemnity:

(i) Liability. Client acknowledges that (a) The Orsus Group is not an insurer and makes no warranty, express or otherwise, that the Services and/or Products furnished will avert or prevent occurrences or consequences therefrom, (b) neither The Orsus Group nor third parties from whom it receives information (when used herein, third parties include, by way of example and not limitation, suppliers and credit reporting agencies), guarantee or warrant the accuracy, timeliness, completeness or fitness for a particular purpose of the Services and/or Products it provides, (c) The Orsus Group is not assuming any responsibility for any losses that may occur under this Agreement, (d) Client's sole and exclusive remedy against The Orsus Group, whether in contract, tort or otherwise, shall be limited to liquidated damages in an amount equal to the purchase price paid by the Client for the Services and/or Products provided by The Orsus Group. In no event shall The Orsus Group be liable to Client for any incidental, consequential or special damages, including without limitation lost revenues and profits.

(ii) Indemnity. To the extent provided under OK law and without waiving any defenses provided by the OK Governmental Tort Claims Act, Client shall defend, indemnify, reimburse, protect, and hold harmless, The Orsus Group and third parties from whom The Orsus Group receives information, and each of its or their employees, officers, shareholders, successors, assigns, agents, third-party contractors, licensees, and affiliates (collectively, the "Indemnified Parties"), from and against any and all claims, judgments, damages, losses, liabilities, suits, investigations, costs, and expenses (including legal fees, and regardless of the outcome of any proceeding) that directly or indirectly arise out of or in any manner relate to

(a) the access to, or the use, disclosure, sale, transfer of, or reliance on by Client of the Services and/or Products provided by The Orsus Group, (b) any inaccuracies contained in any information provided by The Orsus Group and third parties from whom it receives information, (c) Client's improper or negligent use of the Services and/or Products provided by The Orsus Group, and (d) claims brought by a Client's employee(s) or an individual(s) who applied for or who was considered for employment with Client, arising out of, relating to, or resulting from the acts, errors, or omissions of The Orsus Group and third parties from whom The Orsus Group receives information. Client acknowledges that it is solely and independently responsible (legally, financially, and otherwise) for any use, decision, action, or omission to act that is based on, or in any way related to, the Services and/or Products provided by The Orsus Group.

(iii) Reliance by The Orsus Group. Client acknowledges that the Services and/or Products are furnished by The Orsus Group in reliance upon Client's acknowledgements, covenants and indemnities under this Agreement.

g. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. Any suit brought to enforce the terms or conditions of this Agreement or otherwise arising from or connected with the subject matter hereof shall be governed by Oklahoma law and any suit is to be brought in Tulsa County, Oklahoma.

h. Invalid Provision: If any provision of this Agreement is determined to be illegal, unenforceable or invalid, in whole or in part, for any reason, such provision(s) shall be reformed to the extent, but only to such extent, as is necessary to make the provision enforceable. Any provision which cannot be so reformed shall be omitted from this Agreement and shall not affect the legality, enforceability or validity of the remainder of this Agreement.

j. Assignment: Client shall neither transfer nor assign this Agreement, in whole or in part, without The Orsus Group's prior written consent, which shall not unreasonably be withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth below.

CLIENT:

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

THE ORSUS GROUP:

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# ATTACHMENT 1

## SECTION A. COMPLIANCE CERTIFICATION REQUIREMENTS

Client certifies to The Orsus Group as follows with respect to each Consumer Report Client orders and/or receives:

1. Permissible Purpose: Client agrees to procure and use Consumer Reports only for legally permissible employment purposes in order to evaluate an Applicant consumer for employment, promotion, reassignment or retention as an employee, and for no other purpose.

2. Applicant Disclosure and Consent: Client will ensure that prior to its procurement of a Consumer Report for employment purposes: (i) Client 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) the Applicant has authorized in writing the procurement of the Consumer Report by Client.

3. Pre-Adverse Action Disclosures: In using a Consumer Report for employment purposes, before taking any adverse action based in whole or in part on the Consumer Report, Client shall provide to the Applicant to whom the Client Report relates: (i) a copy of the Client Report; and (ii) a description in writing of the rights of the Applicant under the FCRA, as prescribed by the Federal Trade Commission under FCRA § 609(c)(3) (the "Summary of Consumer Rights"), and any other notices required by applicable law.

4. Adverse Action Disclosures: After providing the Applicant with the pre-adverse action disclosure described in paragraph 3 above, and after Client has given the Applicant reasonable time to dispute the information contained in their Consumer Report, Client will, if intending to take adverse action, send the Applicant a follow-up notification that the Client is taking adverse

action (e.g., denying employment or promotion) based in whole or in part on the information contained in the Consumer Report.

5. EEO Compliance: The information from the Consumer 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 Client procures from The Orsus Group, Client has complied with its obligations under FCRA § 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 § 606(b) as set forth in (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 receipt by him of the disclosure required in paragraph.

## SECTION B. INFORMATION ACCESS & SECURITY GUIDELINES

Client agrees to take and enforce all reasonable measures to ensure only authorized access to The Orsus Group's system and only authorized access to and disclosure of Client's Consumer Reports, including without limitation the following:

1. Protect all Orsus Group account identification number(s) and passwords(s) ("Account I.D.'s") so that only key Client personnel with an authorized need-to-know this sensitive information are given the ability to order and access Consumer Reports. These Account I.D.'s should not be posted or otherwise publicly displayed. If a person who knows the Account I.D.'s leaves your company or no longer needs to have access due to a change in duties, the Account I.D.'s should be changed immediately.

2. Place all terminal devices or system used to obtain Consumer Reports in a secure location within your facility so that unauthorized persons cannot easily access them. After normal business hours or when left

unattended, be sure to turn off and/or lock all such devices or systems used to access Consumer Reports.

3. Secure hard copies and electronic files of Consumer Reports within your facility so that only authorized personnel can access them.

4. Shred or otherwise permanently destroy all hard copy Consumer 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. Make all appropriate employees aware that your company can order and use Consumer Reports only for permissible employment purposes, and that employees may not order their own reports nor should they order or access the report of a family member or friend unless it is approved for the permissible employment purpose authorized in, and conducted in accordance with, your services agreement with The Orsus Group.

Initials \_\_\_\_\_ Date \_\_\_\_\_

## ATTACHMENT 2

### DESIGNATED REPRESENTATIVE ACKNOWLEDGEMENT

The undersigned Designated Representative represents and agrees that he/she:

1. Will comply with all federal (including FCRA), state, local and foreign laws and regulations (collectively, "Laws") applicable to Client in connection with its procurement and use of Consumer Reports;
2. Will identify and authorize all Client account users and their respective access privileges, and promptly notify The Orsus Group of any changes of account users and/or if any account User Identification or passwords become invalid, inactive or compromised in any manner;
3. Will not, directly or indirectly, sell, transfer, disclose the contents of or distribute Consumer Reports, in whole or in part, to any third party (other than to the applicable Applicant), and shall use the Consumer Reports solely as an end user;
4. Will, both during and after employment by Client, maintain the confidentiality of The Orsus Group's Confidential Information and will not use or disclose, in whole or in part, without prior written consent from The Orsus Group, any Confidential Information, defined as including but not limited to (a) The Orsus Group's trade secrets, as defined by applicable law, (b) proprietary information which relates to The Orsus Group's past, present and future research, development and business activities; and (c) information arising from the Services and/or Products provided by The Orsus Group to the Client;
5. Will comply with the Compliance Certification Requirements set forth in Attachment 1, Section A; and
6. Is responsible for the strict administration and control of Client's account User Identification and passwords, and will take and enforce all reasonable measures to ensure only authorized access to and use of The Orsus Group's system and Client's Consumer Reports, including without limitation the measures set forth in Attachment 1, Section B (Information Access & Security Guidelines).

By signing below, I confirm that I am aware of the above requirements and agree to comply with them.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

### ATTACHMENT 3

#### ACCOUNT USER ACKNOWLEDGEMENT

The undersigned Account User Representative represents and agrees that he/she:

1. Will comply with all federal (including FCRA), state, local and foreign laws and regulations (collectively, "Laws") applicable to Client in connection with its procurement and use of Consumer Reports;
2. Will not, directly or indirectly, sell, transfer, disclose the contents of or distribute Consumer Reports, in whole or in part, to any third party (other than to the applicable Applicant), and shall use the Consumer Reports solely as an end user;
3. Will, both during and after employment by Client, maintain the confidentiality of The Orsus Group's Confidential Information and will not use or disclose, in whole or in part, without prior written consent from The Orsus Group, any Confidential Information, defined as including but not limited to (a) The Orsus Group's trade secrets, as defined by applicable law, (b) proprietary information which relates to The Orsus Group's past, present and future research, development and business activities; and (c) information arising from the Services and/or Products provided by The Orsus Group to the Client;
4. Will comply with the Compliance Certification Requirements set forth in Attachment 1, Section A; and
5. Is responsible for the strict administration and control of Client's account User Identification and passwords, and will take and enforce all reasonable measures to ensure only authorized access to and use of The Orsus Group's system and Client's Consumer Reports, including without limitation the measures set forth in Attachment 1, Section B (Information Access & Security Guidelines).

By signing below, I confirm that I am aware of the above requirements and agree to comply with them.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_