

EMPLOYERS REFERENCE SOURCE INC.

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ADDENDUM TO THE SERVICE AGREEMENT FOR EMPLOYMENT INSIGHT SERVICES

This Addendum to the Service Agreement for Employment Insight Services ("Addendum") is made and entered into this _____ day of _____, _____ ("Effective Date"), by Experian Information Solutions, Inc acting through an Affiliate, Employers Reference Source, and _____ "Subscriber".

WHEREAS, Subscriber and Employers Reference Source, an Experian affiliate have entered into the Subscriber Services Agreement, dated _____, _____ ("Agreement"); and

WHEREAS, Subscriber and Employers Reference Source, an Experian affiliate mutually desire to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and subject to the terms and conditions set forth herein, the parties hereto mutually agree as follows:

1. General Provisions

A Application. The services which are the subject of this addendum shall apply to all Services furnished by, Employers Reference Source /an Experian Affiliate involving consumer reports, social search and address update reports for employment purposes which may contain consumer identification, employment history, public record and credit information stored in Experian's consumer credit reporting database ("Employment Insight Services"). Except to the extent set forth herein, the term "Services" (as used in the Agreement) shall include the Employment Insight Services, and the terms and conditions in the Agreement relating to Services will apply to the Employment Insight Services described herein.

B. Term of the Addendum. This Addendum shall terminate upon the earlier of (i) the termination of the Agreement; or (ii) by, Employers Reference Source, an Experian affiliate Data thirty (30) days after written notice to the other; or (iii) ten (10) days after, Employers Reference Source, an Experian affiliate written notice to End User of default, unless Reseller shall have remedied the default within such ten (10) day period.

2. Charges to Customer, Employers Reference Source, an Experian affiliate shall invoice and Subscriber agrees to pay, Employers Reference Source, an Experian affiliate the applicable charges for the Employment Insight Services rendered to Subscriber for each employment inquiry to Experian's consumer credit reporting database.

3. Reseller Obligations. Reseller acknowledges the requirements of the Federal Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996 (the "Act"), and hereby agrees to obtain certification from its subscribers (the "Subscriber") prior to providing any Employment Insight Services that is substantially similar to the verbiage set forth below:

"Subscriber hereby certifies to, Employers Reference Source, an Experian affiliate as follows:

- A. Subscriber will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes (an Employment Insight Report):
 - (1) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - (2) the consumer has authorized in writing the procurement of the report by the Subscriber.
- B. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, the Subscriber shall provide to the consumer to whom the report relates:

- (1) a copy of the report, and
- (2) a description in writing of the rights of the consumer under the Act, a copy of which is attached hereto (“Summary of Consumer Rights”)

B. The Information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.”

Subscriber acknowledges its reasonability to provide the Summary of Consumer Rights as required by Section 609(c)(3) of the Act with each Employment Insight Report. Subscriber understands and acknowledges that by virtue of this certification, Employers Reference Source, an Experian affiliate is not providing legal advise to Subscriber regarding the Act. Subscriber further acknowledges that it shall be solely responsible for obtaining its own legal counsel and determining Subscriber’s responsibilities under applicable laws.

4. Use of Employment Insight Report. Subscriber acknowledges that Experian has created the Employment Insight Report specifically for use for employment purposes. Reseller agrees that it shall provide only the Employment Insight Services (or any successor or replacement service) to Subscribers for employment purposes, and shall not provide Experian’s general consumer report or other services to any subscriber for such purpose.

5. Entire Understanding. This Addendum Attachment A and the Agreement set forth the entire understanding of the parties with respect to the subject matter hereof and supersede to the extent indicated all prior agreements, letters covenants, arrangements, communications, representations and warranties, whether oral or written, by any employee, officer or representative of their party.

IN WITNESS WHEREOF, the parties hereto have caused the Addendum to be executed by their duly authorized representatives as of the day and year first above written.

Employers Reference Source, an Experian Affiliate

Subscriber: _____

By: _____
Signature (Duly Authorized Officer Only)

By: _____
Signature (Duly Authorized Officer Only)

Title: _____
Print

Title: _____
Print