

Dear Valued Franchise Owner:

Welcome to Sterling Talent Solutions! We're excited to be Mathnasium's preferred employment screening provider. We've created this partnership to offer you high quality background checks and outstanding services at a reasonable cost.

Getting started with Sterling is easy! Simply fill out and return the attached forms, and your account will be activated within 72 hours. And, because Sterling has agreed to **waive all set up fees** for Mathnasium franchisees, your account will be created at no cost to you! You'll receive a start-up welcome package via email once enrolled, which will include user names, logins, and additional training information, etc.

Because of the sensitive nature of the screening industry, and because Sterling has access to people's private information, **the following documents are mandatory to be completed for compliance reasons**, and are necessary to set up your new account:

1. Credentialing application: **Completed** by you
2. FCRA Mandated Service agreement
3. End User Certification: **Signed** by you. (PDF attached)
4. A business license or Secretary of State Document showing proof of business.
5. Pricing: Signed by you. (Mathnasium Corporate Approved)
6. Bank account information (Name of Bank, City, State, and Last 4 of account)
7. Two trade references (Mathnasium Corporate, and phone, water, or office material supplier)

If your business has been in operation for **less than one year**, please **include two** of the following:

1. A copy of utility bill or telephone bill in business name
2. A copy of lease or proof of property ownership
3. A copy of bank statement addressed to the end user
4. Proof of commercial insurance

Please scan and email all the necessary documentation to me. My contact info is below.

Lawrence Lubang | Client Service Executive

Email: Lawrence.Lubang@sterlingts.com

Thank You and Welcome to Sterling Talent Solutions!

Lawrence

Date of Application: ____/____/____

Important: All information must be completed in its entirety. Please print clearly and legibly to ensure accurate and timely processing

General Company Information

Company Name: _____ Years in Business _____ yrs _____ mo.

Type of Business: _____

(If company has been in business for one year or less, two of the following must be obtained and attached to application)

- a. Copy of utility bill or telephone bill in the business name
- b. Copy of lease or proof of property ownership
- c. Copy of bank statement addressed to the end user
- d. Proof of commercial insurance

Type of Ownership (indicate one): ☐ Corporation ☐ LLC ☐ Nonprofit ☐ Partnership ☐ Sole Owner

Do you have any other company name(s) or DBA? ☐ Yes ☐ No If Yes, please list: _____

URL: _____

The following must be attached to the application

Screenshot of primary home page of your website

Certificate of Incorporation or Equivalent: Please attach a copy of your organizations Certificate of Incorporation or equivalent, a print out from the secretary of state's website is also acceptable

Federal Tax ID # _____

Full Name of Owner or an Authorized Officer of Corporation: _____

Title: _____ Phone: () _____ - _____ Fax: () _____ - _____

Email: _____

Physical Street Address (no P.O. box numbers, please): _____

City: _____ State: _____ Zip: _____ How Long? _____ Yrs _____ mo.

Phone: () _____ - _____ Fax: () _____ - _____ Is this a **residential** address? ☐ Yes ☐ No

Previous Address: _____

City: _____ State: _____ Zip: _____ How Long? _____ Yrs _____ mo.

Do you own or lease the building in which you are located? (please check one) ☐ Own ☐ Lease

Do you have an **Investigation License**? ☐ Yes ☐ No If **Yes**, please provide a copy with this application.

Estimated number of Credit Reports you will order monthly: _____

Do you already have a credit reporting software package? ☐ Yes ☐ No If **Yes**, what is the name? _____

Does your industry require a business license? ☐ Yes ☐ No If **Yes**, please provide a copy with this application.

If ordering credit reports and operating out of a residence please attach a copy of a Yellow page listing in the company name or a phone bill.

Principal of the Company (If sole owner or partnership, please complete the section below.)

I understand that the information provided below will be used to obtain a consumer credit report, and my creditworthiness may be considered when making a decision to grant me permission to obtain background checks.

Principal name: _____

Title or Position: _____ Phone: () _____ - _____

Social Security Number: _____ - _____ - _____ Year of Birth: _____

Residential Street Address: _____

City: _____ State: _____ Zip: _____

(If this section is completed consent to obtain a copy of the owner's or partner's personal credit report must be obtained as well as a government issued photo identification)

Permissible Purpose/Appropriate Use

Please check the box next to the specific purpose for which information will be used.

Client must specify the purpose for which Consumer Reports, Investigative Consumer Reports and/or Consumer Credit Files will be used. By checking the appropriate box below.

This section MUST be completed.

Reports will be used for

- ☐ Employment purposes ☐ Tenant screening purposes ☐ Volunteer screening purposes ☐ Student screening purposes
☐ Reports will be used for other permissible purpose (Please describe)

Bank Reference

(Please provide the name of the bank which maintains your business checking account.)

Bank Name: _____ Phone: () _____ - _____ Address: _____

_____ City: _____

State: _____ Zip: _____ Contact

Name: _____ Date Account Opened _____

Business Checking Account Number(s): _____

Alternative to Banking Reference: Obtain a copy of a listing with A.M. Best, Moody's, Standard and Poor's, FDIC, NCUA or a copy of the end users annual report (certified by CPA). (Must be attached)

Trade Reference

(Please provide a current trade reference)

Company: Mathnasium Corporate Phone: (323) 421-8000

Address: 5120 W. Goldleaf Circle, Suite 300 City: Los Angeles State: CA Zip: 90056 Contact Name: _____

_____ Doing Business Since _____

Account Number(s): _____

Trade Reference

(Please provide a current trade reference)

Company: _____ Phone: () _____ - _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Doing Business Since _____

Account Number(s): _____

Please authorize the credit application information to enable doing business with Sterling Infosystems aka Sterling Talent Solutions

The following applies to credit information/consumer/investigative report products:

I/We certify that I/We will use the credit information/consumer/investigative report for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. I/We will not resell the report to any third party. I/We understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I/We may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.

Company Name

Type or Print Name of Owner or Officer

Title

X _____

Authorized Signature

DATE

SERVICE AGREEMENT

Sterling Talent Solutions ("Sterling") and the client named below ("Client") agree that Sterling shall make available to Client employment screening and/or background checking services ("Services") subject to this Service Agreement ("Agreement"). The Effective Date of this Agreement is as set forth below Sterling's signature. In consideration of the mutual obligations set forth in this Agreement, each party agrees to the terms and conditions below and represents that this Agreement is executed by its duly authorized representative:

	Sterling Talent Solutions	Client:	
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

1. Services

1.1 Sterling shall make available to Client the services listed on Attachment A attached hereto at the prices set forth on such Attachment.

1.2 This initial term of this Agreement shall commence on the Effective Date or such other date as the parties may agree in writing, and continue for a term of twelve (12) months. Thereafter this Agreement shall automatically renew for additional twelve (12) month terms unless either party gives notice of its intent not to renew at least thirty (30) days prior to the end of the initial term or then current renewal term, as applicable; provided that Sterling shall not commence the provision of Services until Client has completed and executed the End User Certification and Credentialing Application in the form determined by Sterling, the terms of which are incorporated by reference herein, and the Credentialing Application has been approved. The initial term and any renewal period constitute "the Term" of this Agreement.

1.3 During the Term Sterling shall be Client's preferred provider of employee screening services, including without limitation verifications and criminal background searches.

1.4 This Agreement is bound by the Preferred Vendor Agreement signed by Mathnasium Corporate and Sterling on January 4, 2013.

2. Invoicing and Payment

2.1 Sterling will invoice Client monthly and payment shall be due within thirty (30) days of the date of invoice. A late payment charge of the lesser of 1½% per month or the highest lawful rate may be applied to any outstanding balances until paid.

2.2 Sterling reserves the right to revise its pricing for Services upon thirty (30) days written notice. Notwithstanding the foregoing, in the event state or local government fees payable by Sterling in connection with the provision of Services increase during the Term, Sterling may pass along such price increase to Client upon notice.

2.3 Client will pay any applicable taxes relating to this

Agreement, other than taxes based on Sterling income and franchise - related taxes.

3. Restrictions on Use

3.1 Client will obtain and use any Consumer Report or Investigative Consumer Report, as those terms are defined in the Fair Credit Reporting Act ("FCRA"), solely for the purpose(s) designated by Client in the Credentialing Application and in accordance with the End User Certification signed by Client. Client will not provide any part of the Services to others, whether directly or indirectly, through incorporation in a database, report or otherwise.

3.2 Client will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to the FCRA and the Fair and Accurate Credit Transactions Act ("FACTA") and applicable state and local laws and regulations.

4. Confidentiality

4.1 Client shall not disclose any background screening reports provided by Sterling hereunder except as permitted by this Agreement or required by law, provided that Client is not prohibited from disclosing such report to the subject of such report.

4.2 Each party ("Recipient") will treat all information provided by the other party ("Discloser") that Discloser designates in writing to be confidential in the same manner as Recipient treats its own confidential information. Discloser represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to Recipient. Confidential information shall not include information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third-party with the right to disclose such information and without restriction on such disclosure; or (iv) is independently developed by Recipient without use of or reference to the

confidential information. Client shall not disclose the negotiated pricing or terms of this Agreement to any third party.

5. Disclaimers

5.1 Client acknowledges that the depth of information collected by Sterling varies among sources and Sterling cannot act as an insurer or guarantor of the as the assignment is to the acquirer of such assets accuracy, reliability or completeness of the data. Client shall be responsible for determining that its use of the Services complies with all applicable federal, state or local law, rule or regulation, including but not limited to FCRA and FACTA.

5.2 EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, (A) STERLING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (B) STERLING DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

6. Limitation of Liability

6.1 NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

6.2. EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CLIENT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, CLAIM, COST OR EXPENSE OCCURRED.

6.3. Notwithstanding anything to the contrary, the exclusions and limitations set forth in Section 6.1 and Section 6.2 above shall not apply with respect to breach of Section 3 or 4.

7. Termination

7.1 Sterling may immediately suspend Services, in whole or in part, under this Agreement without notice (i) upon Client's failure to pay amounts when due, (ii) if Client files bankruptcy or reorganization or fails to discharge an involuntary petition within sixty (60) days after filing date, or (iii) if Sterling reasonably believes that its provision, or Client's use, of the Services shall violate the FCRA or other applicable law. In the event of material breach of this Agreement by Client or Sterling, the non-breaching party may terminate this Agreement if such breach is not cured within forty-five (45) days of written notice of breach; provided that if such breach is not capable of being cured the non-breaching party may terminate this Agreement upon written notice.

7.2 The provisions set forth in Sections 4, 5, 6, 7.2, 8 and 9 will survive the termination of this Agreement.

8. Choice of Law; Disputes

8.1 This Agreement is governed by and construed in accordance with the laws of the State of New York, without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in state or federal court located in New York County, New York.

9. Miscellaneous

9.1 This Agreement, addenda, exhibits and/or schedules (including the End User Certification and Credentialing Application), constitute the entire agreement between Sterling and Client regarding the Services. All prior agreements, both oral and written, between the parties on the matters contained in this Agreement are expressly cancelled and superseded by this Agreement. In no event shall any terms or conditions included on any form of Client purchase order apply to the relationship between Sterling and Client hereunder, unless such terms are expressly agreed to by the parties in writing. Any amendments of or waivers relating to this Agreement must be in writing signed by the party, or parties, to be charged therewith.

9.2 This Agreement binds and inures to the benefit of the parties and their successors and permitted assigns, except that neither party may assign this Agreement without the prior written consent of the other party; however, Sterling may assign the Agreement to any of its affiliated companies or in connection with a merger or consolidation involving Sterling (so long as the assignment is to the newly merged or consolidated entity) or the sale of substantially all of Sterling's assets (so long).

PRICING

Comprehensive Criminal Package	Package Price:
<ul style="list-style-type: none">• Social Security Trace/ Address History• 7 Yr County Criminal – All counties found off of SSN Trace [^]• Multi-State Enhanced Nationwide Criminal Search - Validated• ArrestDirect Incarceration Locator – Validated• Department of Justice - 50 State Sex Offender• Federal District Criminal Search	<p>\$35.99 per Primary name</p> <p>Alias Names are at an additional cost.</p>

[^]Includes all county court fees except for criminal fees in NY, ME, VT, and Puerto Rico

*Third party verification fees incur an additional charge.

**Third party collection fees incur an additional charge.

* ** When incurred: Professional license, Education or Employment verification 3rd party fees and/ or out of network drug fees are passed on to client at cost.

♦Motor Vehicle Searches incur an additional state to state DMV fee.

Continued:

Standard Platform Implementation:	<u>Price</u>
<i>Complimentary Jackson Lewis HR legal partnership</i>	Included
<i>Platform upgrades/ servicing/ Archiving of applicants information</i>	Included
<i>Electronic Consent Form</i>	Included
<i>Electronic Automatic Order Processing</i>	Included
<i>Real time electronic detailed invoicing</i>	Included
<i>Complimentary change orders to system</i>	Included
<i>Unlimited Users- Free additions/changes</i>	Included
<i>Online Ordering and report retrieval</i>	Included
<i>Applicant Self-Service</i>	Included
<i>Online management Reports</i>	Included
<i>Online Adverse Action Letters (pre-populated with applicant information)</i>	Included
<i>Duplicate background report order warning</i>	Included
<i>Client Facing Order Notes (on demand)</i>	Included
<i>International Consent Forms & Order processing through Platform</i>	Included
<i>Unique Client Code Number for client support via telephone or email.</i>	<u>Included</u>
<u><i>Live Chat /Instant Messenger with Client Services</i></u>	<u>Included</u>
	<u>Total: No Charge</u>

Sterling Talent Solutions

Mathnasium Franchise Name: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

END USER CERTIFICATION

In connection with the Service Agreement ("Agreement") by and between Sterling Infosystems, Inc. dba Sterling Talent Solutions ("Sterling") and [CLIENT LEGAL NAME] "End User or "Client "), Sterling will furnish End User with Screening Reports conditioned upon End User's compliance with its obligations set forth below (and in the Agreement). This End User Certification ("Certification") is incorporated into and made part of the Agreement. In utilizing Sterling's Services in regard to Screening Reports, End User is considered a user of consumer reports and/or investigative consumer reports under the FCRA and applicable state laws. Capitalized terms used but not defined in this Certification shall have the meanings ascribed to them in the Agreement.

1. Employer Certification.

- 1.1. **Permissible Purpose.** End User hereby certifies that all of its orders for Screening Reports from Sterling shall be made, and the resulting reports shall be used for employment purposes, as defined in the FCRA, including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.
- 1.2. **Compliance with Laws.** End User shall comply with all federal (including, without limitation, the FCRA), state, local, and international laws and regulations applicable to End User in connection with its procurement and use of Screening Reports furnished by Sterling.
- 1.3. **Receipt of Required Notices.** End User acknowledges that it has received and reviewed a copy of the notices titled (i) *Notice to Users of Consumer Reports: Obligations of Users Under the Fair Credit Reporting Act ("Notice to Users")*, which explains End User's obligations under the FCRA as a user of consumer information and a copy of which is attached hereto as Exhibit A-1, and (ii) *A Summary of Your Rights Under the Fair Credit Reporting Act*, a copy of which is attached hereto as Exhibit A-2. End User certifies that it will comply with all applicable provisions of Notice to Users.
- 1.4. **Disclosure and Authorization.** End User agrees and certifies that prior to procurement or causing the procurement of a consumer report for employment purposes: (a) A clear and conspicuous disclosure has been made in writing to the consumer, in a document that consists of only the disclosure, explaining that a consumer report may be obtained for employment purposes and such disclosure satisfied all of the requirements of the FCRA as well as any applicable state or local laws; and (b) The consumer has authorized in writing the procurement of the report by End User.
- 1.5. **Investigative Consumer Reports.** In addition to the disclosure and authorization requirements in Section 1.4 above, End User agrees and certifies that prior to procurement or causing the procurement of an investigative consumer report for employment purposes: (a) It is clearly and accurately disclosed to the consumer that an investigative consumer report including information as to the consumer's character, general reputation, personal characteristics and/or mode of living may be made; and (b) Such disclosure (i) is made in a writing mailed, or otherwise delivered, to the consumer, not later than three days after the date on which the report was first requested, (ii) contains a statement informing the consumer of his/her right to request a complete and accurate disclosure of the nature and scope of the requested investigation and his/her right to request a copy of the rights of the consumer under the FCRA titled *A Summary of Your Rights Under the Fair Credit Reporting Act*, and (iii) satisfied all of the requirements of the FCRA as well as any applicable state or local laws. If the consumer makes a request within a reasonable time after his/her receipt of the required disclosure, End User certifies that it shall make a complete and accurate disclosure of the investigation requested. Such disclosure shall be made in a writing mailed, or otherwise delivered, to the consumer not later than five (5) days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.
- 1.6. **Adverse Action.** Pursuant to the FCRA and, where applicable, state and local laws and regulations, before taking any adverse action based in whole or in part on a Screening Report, End User must adhere to certain obligations. At a minimum, in using a Screening Report for employment purposes, before taking any adverse action based in whole or in part on the Screening Report, End User shall provide to the consumer to whom the Screening Report relates: (a) A pre-adverse action notice/letter stating that End User is considering taking adverse action; (b) A copy of the full and complete Screening Report; (c) A copy of the notice titled *A Summary of Your Rights Under the Fair Credit Reporting Act* and any applicable state summary of rights; (d) A reasonable opportunity of time to correct any erroneous information contained in the Screening Report; and (e) Contact information for Sterling. If End User thereafter takes adverse action, End User shall also provide a final adverse action notice to the consumer to whom the Screening Report relates. Such notice shall comply with all applicable laws, and shall include the name, address, and phone number of Sterling; a statement that Sterling did not make the decision to take the unfavorable action and cannot give specific reasons for it; and a notice of

the person's right to dispute the accuracy or completeness of any information Sterling furnished, and to get an additional free report from Sterling if the person asks for it within 60 days

- 1.7. **Equal Employment Opportunity.** End User further certifies that information from any Screening Report will not be used in violation of any applicable federal or state equal opportunity law or regulation.
- 1.8. **Required Certification Updates.** If Sterling determines, in Sterling's sole discretion, that regulatory or industry changes require updates to the Employer Certification in this Section 1, Sterling retains the right to request and require additional documentation and certifications from End User. End User understands that any failure to cooperate with reasonable requests for such documentation and certifications may constitute grounds for immediate suspension of the Services and termination of the Agreement.

2. State Certifications.

- 2.1. **California Certification.** End User hereby certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRAA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if End User is located in the State of California, and/or End User's request for and/or use of Screening Reports pertains to a California resident or worker, End User will do the following:
 - 2.1.1. Request and use Screening Reports solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.
 - 2.1.2. When, at any time, a Screening Report is sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (i) that an investigative Screening Report may be obtained; (ii) the permissible purpose of the investigative Screening Report; (iii) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (iv) the name, address, and telephone number of Sterling; and (v) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.
 - 2.1.3. When, at any time, a Screening Report is sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request a Screening Report if the applicable consumer has authorized in writing the procurement of the Screening Report.
 - 2.1.4. Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any Screening Report that is prepared.
 - 2.1.5. If the consumer wishes to receive a copy of the Screening Report, send (or contract with another entity to send) a copy of the Screening Report to the consumer within three business days of the date that the Screening Report is provided to End User. The copy of the Screening Report shall contain the name, address, and telephone number of the person who issued the report and how to contact him/her.
 - 2.1.6. Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Screening Report, informing the consumer in writing of Sterling's name, address, and telephone number, and provide the consumer with a written notice of his/her rights under the ICRAA and the CCRAA.
 - 2.1.7. Comply with all other requirements under applicable California law, including, but not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any Screening Reports, including, but not limited to, the ICRAA and the CCRAA.
- 2.2. **Vermont Certification.** In addition to the *Notice to Users*, if End User is a user of Vermont Screening Reports, End User certifies that it will comply with the applicable provisions of Vermont law, including, without limitation, Section 2480e of the Vermont Fair Credit Reporting Statute. End User further certifies that it has received a copy of Section 2480e of the Vermont Fair Credit Reporting Statute, attached hereto as Exhibit A-3.

3. Additional Requirements:

- 3.1. If Screening Reports include motor vehicle reports ("MVRs") End User:
 - 3.1.1. Shall comply with the Drivers Privacy Protection Act ("DPPA") and any applicable state laws.
 - 3.1.2. Shall be responsible for understanding and for staying current with all specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") from which it will order MVRs. End User certifies that it will file all applicable Specific State Forms required by individual states.

- 3.1.3. Certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to Sterling in the form of the consumer's signed release authorization form. End User also certifies that it will use this information only in the normal course of business (i) to obtain lawful information relating to the holder of a commercial driver's license, or (ii) to verify information provided by a candidate or employee. End User shall protect the privacy of consumer information in an MVR and shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.
- 3.2. End User further certifies that:
 - 3.2.1. It will use each Screening Report only for a one-time use and will request Screening Reports only for End User's exclusive use, except to the extent that disclosure to others is required by law.
 - 3.2.2. It shall provide access to Screening Reports provided by Sterling only to employees, agents and representatives of End User who fully review and understand End User's obligations under the FCRA and the Agreement and who agree to comply with those obligations.
 - 3.2.3. It shall ensure that its users do not request and/or obtain Screening Reports on themselves, coworkers, employees, family members or friends unless it is in connection with a legitimate business transaction or for a valid FCRA permissible purpose and the consumer has authorized the Screening Report.
 - 3.2.4. It shall hold the Screening Reports in strict confidence. End User shall maintain all Screening Reports in a secure and confidential manner and shall follow all laws relating to storage and dissemination of information. Furthermore End User shall dispose of any Screening Reports and any other documentation containing personally identifiable information received from Sterling in accordance with the FACTA Disposal Rules.
 - 3.2.5. It shall not resell, sublicense, deliver, display, use for marketing purposes or otherwise distribute any Screening Reports provided by Sterling to any third party. ANY PERSON WHO WILLFULLY AND KNOWINGLY OBTAINS, RESELLS, TRANSFERS, OR USES INFORMATION IN VIOLATION OF LAW MAY BE SUBJECT TO CRIMINAL CHARGES AND/OR LIABLE TO ANY INJURED PARTY FOR TREBLE DAMAGES, REASONABLE ATTORNEY'S FEES AND COSTS. OTHER CIVIL AND CRIMINAL LAWS MAY ALSO APPLY.
 - 3.2.6. It shall retain copies of all written authorizations and disclosures and any reports it receives from Sterling for a period of five (5) years and will make such reports available to Sterling upon request.
 - 3.2.7. To the extent End User is requesting Sterling to provide Massachusetts iCORI information: (i) End User notified the consumer in writing of, and received permission via a separate authorization for Sterling to obtain and provide CORI information to End User; (ii) End User is in compliance with all federal and state credit reporting statutes; (iii) End User will not misuse any CORI information provided in violation of federal or state equal employment opportunity laws or regulations; and (iv) End User will provide Sterling with a statement of the annual salary of the position for which the subject is screened.
 - 3.2.8. It understands that THE FCRA 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 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
 - 3.2.9. It shall not use Social Security Number trace results in any way, directly or indirectly, for the purpose of making employment decisions. End User also confirms that it will not use Social Security Number trace information in any way that would violate the privacy obligations or any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C 6801 et seq.) or the Federal Drivers Privacy Protection Act (18.U.S.C. Section 2721 et seq.) or any other similar state or local statute, rule or regulation.
4. End User agrees to indemnify and hold harmless Sterling, its suppliers, and their successors and assigns, and their current and former officers, directors, employees, and agents, both individually and in their official capacities from any liability and attorneys' fees incurred due to End User's violation of any of the terms of this Certification or failure to comply with applicable law.
5. End User agrees to cooperate with any reasonable audit by Sterling and/or a vendor of Sterling to assure compliance with the terms of this Certification. End User understands that any failure to cooperate with reasonable requests regarding an audit constitutes grounds for immediate suspension of the Services and termination of the Agreement.
6. Data Security. End User shall implement and maintain a comprehensive information security program that contains administrative, technical, and physical safeguards that are appropriate to the End User's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to End User by Sterling; and that such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the information provided by Sterling, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against

unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Such safeguards shall include, at a minimum, the requirements contained in Exhibit B to this Agreement ("Access Security Requirements").

7. Credit Reports and Credit Bureaus (This section is applicable if End User will receive credit reports through Sterling).

- 7.1. End User certifies, if receiving credit reports through Sterling, that it will promptly notify Sterling of any change in its location, structure, ownership or control, including but not limited to the addition of any branch(es) that will be requesting and/or accessing credit reports.
- 7.2. Credit bureaus may prohibit the following persons, entities and/or businesses from obtaining credit reports: adult entertainment service of any kind; asset location service; attorney or law firm engaged in the practice of law (unless engaged in collection or using the report in connection with a consumer bankruptcy pursuant to the written authorization of the consumer); bail bondsman (unless licensed by the state in which they are operating); child location service – company that locates missing children; credit counseling (except not-for-profit credit counselors); credit repair clinic; dating service; financial counseling (except a registered securities broker dealer or a certified financial planner); foreign company or agency of a foreign government; genealogical or heir research firm; law enforcement agency; massage service; news agency or journalist; pawn shop; private detective, detective agency or investigative company; repossession company; subscriptions (magazines, book clubs, record clubs, etc.); tattoo service; time shares - company seeking information in connection with time shares (exception: financiers of time shares); weapons dealer, seller or distributor.

Client:	[CLIENT LEGAL NAME]
Signature:	
Print Name:	
Title:	
Date:	

EXHIBIT A-1

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)
- For the underwriting of insurance as a result of an application from a consumer. [Section 604\(a\)\(3\)\(C\)](#)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. [Section 604\(a\)\(3\)\(F\)\(i\)](#)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. [Section 604\(a\)\(3\)\(F\)\(ii\)](#)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. [Section 604\(a\)\(3\)\(D\)](#)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. [Section 604\(a\)\(3\)\(E\)](#)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. [Sections 604\(a\)\(4\) and 604\(a\)\(5\)](#)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. [Section 604\(c\)](#). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the

information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken. An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used

for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, (or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB’s website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

EXHIBIT A-2

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS	CONTACT
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
3. Air Carriers	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590</p>
4. Creditors Subject to Surface Transportation Board	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street S.W. Washington, DC 20423</p>
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416</p>
7. Brokers and Dealers	<p>Securities and Exchange Commission 100 F St NE Washington, DC 20549</p>
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	<p>FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center- FCRA Washington, DC 20580 (877) 382-4357</p>

EXHIBIT A-3

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
- (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
- (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES *** CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

EXHIBIT B

ACCESS SECURITY REQUIREMENTS

The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End User agrees to implement and maintain the following measures:

1. All credentials such as user names/identifiers (user IDs) and user passwords must be kept confidential and must not be disclosed to an unauthorized party. End User agrees it will not discuss its Sterling credentials by telephone with any unknown caller, even if the caller claims to be an employee of End User or Sterling.
2. IT resources owned by the End User but used to access Sterling systems ("system access software"), whether developed by it or purchased from a third party vendor, will have End User's Sterling account username and password information "hidden" or embedded and be known only by authorized personnel. End User will assign each user of any system access software a unique logon password to access the End User's systems or networks. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End User will change its password immediately.
3. Create a unique user ID for each user to enable individual authentication and accountability for access to Sterling's infrastructure. Each use of the system access software must also have a unique logon password.
4. User IDs and passwords shall only be assigned to authorized individuals based on least privilege necessary to perform job responsibilities.
5. User IDs and passwords must not be shared, posted, or otherwise divulged in any manner.
6. Develop strong passwords that (i) contain a minimum of eight (8) alphanumeric characters for standard user accounts, and (ii) for interactive sessions (i.e. non system-to-system) ensure that passwords are changed periodically (every 90 days is recommended).
7. Passwords (e.g. subscriber code passwords, user password) must be changed immediately when (i) any system access software is replaced by another system access software or is no longer used, and/or (ii) any suspicion of password being disclosed to an unauthorized party.
8. Protect all passwords using, for example, encryption or a cryptographic hashing algorithm also known as "one-way" encryption. When using encryption, ensure that strong encryption algorithm are utilized (e.g. AES 256 or above).
9. Implement password protected screensavers with a maximum thirty (30) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.
10. Terminate access rights immediately for users who access consumer information when those users are terminated or when they have a change in their job tasks and no longer require access to that consumer information.