

These Terms and Conditions contain all the terms which will govern the relationship of the parties and the provision of Background and Drug Screening Services.

Terms and Conditions

In connection with my duties for pre- employment screening (including contract or volunteer services) or application for tenancy, I understand consumer reports will be requested by Berean Employment Screening Solutions. These reports may include, as allowed by law, the following types of information, as applicable: names and dates of previous employment, reason for termination of employment, work experience, reasons for termination of tenancy, former landlords, education, accidents, licensure, credit, , etc. I further understand that such reports may contain public record information such as, but not limited to: my driving record, judgments, bankruptcy proceedings, evictions, criminal records, etc., from federal, state, and other agencies that maintain such records. In addition, investigative consumer reports (gathered from personal interviews, as applicable, with former employers or landlords, past or current neighbors and associates of mine, etc.) to gather information regarding my work or tenant performance, character, general reputation and personal characteristics, and mode of living (lifestyle) and fingerprinting results, drug screening results and aptitude assessments results may be obtained.

Authorization

By use of this system, I hereby state that I am authorized to procure consumer report(s) and investigative consumer report(s) based on a business need. If applicant is hired, this authorization may remain on file and may serve as ongoing authorization for Agency to procure such reports at any time during my employment, contract, or volunteer period. I authorize without reservation, any person, business or agency contacted by the consumer reporting agency to furnish the abovementioned information. This authorization is conditioned upon the following representations of applicant rights:

Applicants will be notified that they have the right to make a request to the consumer reporting agency: Background Screeners of America (“Agency”), 18344 Oxnard Street, Ste. 101, Tarzana, CA 91356, telephone number 866-570-4949, upon proper identification, to obtain copies of any report furnished to my Agency by Berean (Agency) and to request the nature and substance of all information in its files on me at the time of my request. The request includes the sources of information and the Agency, on Agency’s behalf, to provide a complete and accurate disclosure of the nature and scope of the investigation covered by any investigative consumer report(s). The Agency will also disclose the recipients of any such reports on me which the Agency has previously furnished within the two year period for employment requests, and one year for other purposes preceding my request (California three years). I hereby consent to Agency obtaining the above information from the Agency. I understand that I can dispute, at any time, any information that is inaccurate in any type of report with the Agency. I may view the Agency’s privacy policy at their website: www.wescreeenusa.com.

California, Minnesota and Oklahoma Residents:

I understand that if the business is located in California, Minnesota or Oklahoma, that I have the right to request a copy of any report Agency receives on me at the time the report is provided to Agency. By checking the following box, I request a copy of all such reports be sent to me.

California Applicants:

As a California applicant, I understand that I have the right under Section 1786.22 of the California Civil Code to contact the Agency during reasonable hours (9:00 a.m. to 5:00 p.m. (PTZ) Monday through Friday) to obtain all information in Agency's file for my review. I may obtain such information as follows: 1) In person at the Agency's offices, which address is listed above. I may be required at the time of such visit to sign an authorization for the Agency to disclose to or discuss Agency's information with this third party; 2) By certified mail, if I have previously provided identification in a written request that my file be sent to me or to a third party identified by me; 3) By telephone, if I have previously provided proper identification in writing to Agency; and 4) Agency has trained personnel to explain any information in my file to me and if the file contains any information that is coded, such will be explained to me.

New York Applicants:

I understand that if I am applying for employment in New York, that I have the right to receive a copy of Article 23-A of the New York Correction Law

Washington Applicants:

I understand that if the report is provided to an employer in the State of Washington, that I can contact the following office for more information regarding my rights under Washington state law in regard to these reports: State of Washington Attorney General, Consumer Protection Division, 800 5th Ave, Ste. 2000, Seattle, Washington 98104-3188, (206) 464-7744

1. THE SERVICES

- a. The Berean Employment Screening Solutions (Agency) will provide the Services as set out in Authorization
- b. The Agency warrants that it will perform the Services in a competent and professional manner, using reasonable skill and care.
- c. The Agency may use selected subcontractors to perform certain elements of the Services and will undertake to ensure that the subcontractors use the same level of skill and care in carrying out their responsibilities.
- d. The Agency will provide the Services to The Client for the purposes of providing employment screening checks, aptitude assessment, drug Screening and fingerprinting. The Agency does not offer any opinion or advice on the suitability or otherwise of the applicants under review and the Client agrees that it will not form the basis of its decisions solely on the Services provided by the Agency.
- e. Where information is obtained from third parties we cannot control the accuracy of this information, which may also contain advice or opinions. In obtaining this information the Agency will use all reasonable skill and care and make all reasonable efforts to provide the Services within the given turnaround times.
- f. The Agency does not guarantee or warrant the accuracy of the information, or the validity of advice or opinion given by third parties. Furthermore, the Agency does not guarantee or warrant that the Services are fit for a particular purpose.
- g. This Service Level Agreement (SLA) is made pursuant to the Terms and Conditions ("Agreement") made between Berean Employment Screening Solutions and Client ("Client"). Words and expressions defined in the Agreement shall have the same meaning in this SLA unless otherwise defined.
- h. This Service Level Agreement (SLA) specifies the basic minimum level of service that Berean will provide. Berean will use its best effort to exceed these levels of service.

2. FORCE MAJEURE

- a. Neither party shall be liable for failure to perform its obligations under this Agreement as a result of events beyond its control. The party subject to this event shall undertake to notify the other party of its inability to perform its obligations within 48 hours of becoming aware of such an event.
- b. Such events include, but are not limited to:
 - i. acts of God;
 - ii. strikes, lockouts or other industrial disturbances;
 - iii. wars, blockades, riots, epidemics, landslides, lightning, earthquakes, fires, storms, civil disturbances and terrorism;
 - iv. Interruption of electricity, telephone, internet or other supplies outside the control of the party subject to the event.

3. NOTICE

- a. All notices must be in writing and sent by recorded-delivery, email, fax or in person.
- b. All notices are considered to have been received as follows:
 - i. 48 hours after being posted to the registered address of the other party;
 - ii. at the time of delivery if delivered in person; or
 - iii. at the time of transmission if delivered by email or fax

4. GENERAL

- a. This Agreement sets out the whole agreement between the parties and supersedes all previous negotiations, understandings and representations. Changes to this Agreement may only be made in writing and agreed by both parties.
- b. This Agreement may neither be assigned nor transferred by either party in whole or in part without the prior written consent of the other.
- c. If any provision of this Agreement is held to be invalid, only such element of the provision which shall be considered invalid shall be deleted and the remainder of the Agreement shall remain in full force.
- d. In all matters relating to this Agreement, the Agency shall be an independent contractor. Neither the Agency nor its personnel shall be deemed to be the servants, agents or employees of the Client.
- e. This Agreement will be governed by the laws of Maryland and both parties agree to the exclusive jurisdiction of the courts of Maryland in respect of any disputes arising under the Agreement.

5. PRICING

- a. Prices are as set out on the official web page and all prices quoted are excluding taxes.
- b. Prices for Services within the SLA are guaranteed by Berean for the 12 months from the date of the Agreement and can be amended by the notice each anniversary thereafter.
- c. Requests for screenings cancelled within 24 hours will not be charged, thereafter and up to 3 working days 75% of the fee will be charged. After 3 working days the full price will be charged.

6. ORDER SUBMISSION

- a. The preferred method to submit orders to Berean will be using the "Berean On-line" platform with the submission of a completed and approved application form. Submission by fax, email or mail will also be accepted.
- b. Included with each order will be a consent form, signed by the applicant. Electronic copies to be uploaded to Berean On-line or emailed to Berean.
- c. Berean will only receive orders from and deliver completed reports to authorized Client personnel as notified to Berean.
- d. Where applicant contact is permitted, Berean will seek to obtain any missing information directly from the applicant. Where Berean have been unable to contact the applicant or after having contacted the applicant they have failed to provide the additional or missing

information, the application form will be returned to Client within 1 working day from the time the applicant was last contacted, but in any event not later than 3 working days of initial receipt by Berean.

e. Where applicant contact is not permitted and there is missing information on the application form, Berean will contact the Client and, if necessary, return the application form to Client within 1 working day of receipt by Berean.

7. TURN AROUND TIMES

a. Berean will work to complete the background verifications within the following, or better, timescales:

- Standard: 1-10 working days

b. It is understood that the turnaround times stated above are the maximum expected time it will take to complete the reports. In most cases we would expect to complete the reports before the expected turnaround times; however, as we rely on third parties to provide information who are outside our control we cannot guarantee turnaround times on a particular case. We do however commit to agreed Key Performance Indicators.

c. Working days include Monday to Friday, excluding US public holidays.

d. Business hours include the hours of 1000 am to 16.00 pm, EST time, on working days.

e. Turnaround times commence from receipt of a completed application form and signed consent form.

8. SCREENING PROCESS

a. Berean undertakes to inform Client of any adverse findings immediately they are identified.

b. Where a government department or organization charges for the provision of information, including confirmation of employment, academic or professional qualification, Berean shall recharge such fees to Client, including for overseas payments any bank charges associated with making payment of such fees. Berean undertakes to keep such costs to a minimum and notify Client in advance if the costs associated with any one screening component will exceed \$75.00.

c. Berean will independently attempt to locate the contact information of employers or other confirming organizations and will only use applicant provided information if Berean is unable to locate any information on its own.

d. References will be obtained verbally, by email, fax or post. For verbal references a record will be made of the name and position within the Agency of the person providing the reference.

9. INVOICING

Berean will invoice a consolidated monthly invoice with a breakdown of the following per pre-employment check:

- Name
- Type of search
- Price

10. CRIMINAL RECORD DISCLOSURE

- a. Where the Client requests the Agency to obtain a Standard or Enhanced Disclosure the Client agrees that:**
- b. Has in place a written policy on EEOC hiring guidelines. of ex-offenders, a copy of which must be made available to the Agency, on request;**
- c. Will comply with the Federal Consumer Reporting Act (FCRA) Code of Practice, including any amendments thereto, to include but not limited to:**
 - i. Ensuring the accurate identity of the applicant prior to submission of the application form to the Agency;**
 - ii. Ensuring the person undertaking the identification is suitable and trained accordingly;**
 - iii. Securely handling and storing disclosure information;**
 - iv. Not reproducing the Disclosure or information contained therein;**
 - v. Only to share the Disclosure information with relevant individuals in the course of their specific duties relevant to the hiring or vetting process;**
 - vi. To dispose securely of the Disclosure information immediately it has been used for the purpose for which it was obtained; and**
- d. It will notify the Agency who within the Client is entitled to receive Disclosure information and to promptly notify the Agency of any changes; and**
- f. The Agency has the right, subject to giving 5 working notice, to carry out an audit of the Client's procedures and processes with regards to handling Disclosure Information.**

11. DATA PROTECTION

- a. Both the Agency and the Client agree that in relation to providing and using the Services, they will both comply with the terms of the PII Act, including any amendments thereto.**
- b. The Agency will promptly notify the Client where a applicant makes a request for access to personal data, without responding to that request.**
- c. Unless otherwise agreed the Agency shall destroy all applicants' personal data in a suitably secure manner, not later than 12 months from the month in which the Services were completed.**

12. PAYMENT

- a. The Client will pay to The Agency the fees invoiced plus any Taxes due thereon for the services within 3 days of the invoice date unless a quote included states otherwise.**
- b. Should an invoice not be paid within the above timescale, the Agency will be entitled to charge the Client interest on the overdue amount from the due date up to the date of actual payment (whether before at the rate of 4% per annum above the base rate for the time being of PNC Bank. Such interest shall accrue on a daily basis.**

- c. Where the Client notifies the Agency within 2 days of receipt of the invoice that it disputes any or all of the amounts contained in the invoice, the Client shall pay all undisputed items within 3 days of the invoice date and the balance immediately upon resolution of the dispute. No interest will be charged on disputed amounts.
- d. Other than as quoted the Agency may increase its prices by giving 60 days written notice to the Client.

13. LIABILITY

- a. Nothing in this Agreement shall exclude or in any way limit either party's liability for death or personal injury caused by its negligence.
- b. The Agency's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, will not exceed the value of fees in the preceding year or \$100.00 whichever is the greater.
- c. The Agency will not be liable under this Agreement for any loss of actual or anticipated income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
- d. The Client shall indemnify the Agency from and against any and all costs, claims, demands, liabilities, damages, expenses and losses (including without limitation indirect and consequential losses, loss of profit, loss of revenue and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) incurred or suffered by the Agency as a result of the Client's negligence, recklessness or fraud.