

MASTER SERVICE AGREEMENT

THIS AGREEMENT is between Moneta Intelligence Group ("Moneta") and _____ ("Client"). This Agreement is entered into on _____

1. Services to be Provided by Moneta

A. Upon request and relying upon Client's representations that it has a legitimate purpose for Information, _Moneta_ will provide background checks, verifications, and other consumer reports to the Client when available. Moneta will only furnish a report for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA") and no other purpose.

B. Periodically and upon request, Moneta will provide to Client copies of certifications, consumer consents, notices, and summary of rights under the FCRA as well as other forms which Moneta finds helpful in meeting its obligations under the FCRA and other applicable laws. Client understands that forms made available by Moneta are not considered legal advice. The client must determine if such forms are suitable for the Client's particular use. The client is encouraged to consult with a knowledgeable attorney to determine if such a form is suitable and legally compliant for the Client's use. Client acknowledges receipt of the Consumer Financial Protection Bureau Notice of Consumer's Rights and Notice to Users.

C. Ordering Platform. Moneta provides an ordering platform, a software that allows (the consumer or Client) to enter information into the software to permit a report to be obtained. The platform is also able to provide to the consumer, if the Client provides consumer access to the site, the FCRA Summary of Rights, FCRA Disclosure for Consumer Reports, FCRA authorization to permit the Client to order a consumer report(s), as well as relevant state notices and forms are provided. The Client shall ensure that correct identifiers are provided when using the Platform or ordering reports, per section 2F below.

2. Representations of Client when ordering reports

A. Client represents that it is an existing business with the legitimate need for verification and reports offered by Moneta. The nature of Client's business is _____. The client explicitly represents that reports will only be obtained for its own one-time use and is the end user of the reports. It will not further distribute, sell, give, or trade such Information with any third party. Notwithstanding the above, the Client may share a report, except credit, for joint use as described in Section 2e below. The client will request and use reports for the following permissible purpose: employment by hire or contract.

B. Permissible Purposes (Client represents that before requesting a report for employment purposes, it has chosen one of the following purposes):

(i) disclosed to the individual who is the subject of the report that a consumer report, by providing a clear and conspicuous disclosure in a document consisting solely of the disclosure (or a combined disclosure and authorization (ii, below)) may be used but separate forms are preferred;

(ii) obtained the individual's written consent allowing the obtaining of the consumer report. The client represents that submission of an order for a consumer report is an additional certification that it has provided the disclosure and obtained the consent of the consumer;

(iii) provided to the individual a summary of the individual's rights required under the ("FCRA and any applicable state law.

However, suppose the applicant uses Moneta's online ordering process wherein the above described documents, in Section 2 B, will be presented to the consumer and authorization obtained prior to a request being accepted to obtain a consumer report. In that case, Client's above certifications will be fulfilled by use of this process because _____ will have direct, first-hand knowledge that the consumer was presented with the documents and provided consent for the report to be obtained before the report was ordered.

C. Client further certifies that it will:

(i) not utilize any information in violation of any federal or state equal employment opportunity law or regulation.

(ii) not order any criminal record information before the time permitted by applicable law, ordinance, or regulation, commonly referred to as "ban-the-box" restrictions.

(iii) provide a reasonable amount of time (generally not less than five business days) prior to taking adverse employment action against the individual who is the subject of the report, when such action will be based in whole or in part upon the Information contained in the report furnished by Moneta, the Client will, except as otherwise provided by law, advise the subject of the intent to take adverse action and provide a copy of the report to the individual and a description, in writing, of the individual's rights under the FCRA.

(iv) provide, after taking adverse action based in whole or in part upon Information contained in a report furnished by Moneta, the Client shall:

(a) provide notice of such action to the individual;

(b) provide the name, address, and telephone number, and

(c) inform the individual that they are entitled to a free copy of the report and a right to dispute the record through Moneta and that Moneta is unable to provide the individual with the specific reasons why you took the adverse action.

(v) comply with the FCRA and similar state laws regarding all reports; it will follow the requirements of the ("DPPA") and the various state laws implementing the DPPA regarding motor vehicle reports.

(vi) maintain documentation showing compliance with these certifications for two (2) years or during the subject's employment, whichever is longer.

D. Client represents that if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by Client, substantially varies from the address the credit bureau has on file for that consumer. Further, if the Client hires the consumer and, in the ordinary course of its business, furnishes Information to the credit bureau from which the report came, it will advise the credit bureau of the address it has verified as accurate if that address is different from the one provided by the credit bureau.

E. The client may share reports with another entity for joint use. The FCRA permits end users of consumer reports to share the consumer report with another entity if the Client and the other entity use the report for the same transaction and purpose. Examples include a staffing company sharing a report with its customer with whom the consumer will be placed and a subcontractor sharing reports of its employees with the general contractor or project owners on which the subcontractor works. These examples are not exclusive but demonstrate the acceptable "joint use" permitted. However, before sharing a consumer report, Client on behalf of Moneta will determine and verify the identity of the joint user and that such joint user shares the same permissible purpose for use of the consumer report as Client, and the joint user will only use the consumer report for this one transaction with Client. The client shall obtain the consumer's authorization to share the report. This Agreement is a certification by Client that any joint user is a legitimate business and will use the report for the same permissible purpose. Client represents to Moneta when ordering the consumer report(s) on the individual consumer or as provided in Section 2 of this Agreement. **The client must ensure that the disclosure and authorization discloses and consents to such sharing. Client shall confer with Moneta to determine if this form of disclosure and approval is available on the ordering platform. If not, Client must present hard copies to the consumer and obtain consent before ordering a report, per Section 2 B.** Client agrees to indemnify and hold__Moneta harmless from any claims, liability or losses asserting that the joint use was improper in any way, violated the FCRA or otherwise, and additionally, if the joint user used the consumer reports for any reason other than as represented by the Client to Moneta. Such indemnification includes all costs, expenses, and reasonable attorney fees incurred by Moneta.

F. **The responsibilities of the Client are to provide accurate identifiers.** In addition to other end-user requirements, the Client shall obtain and provide the following identifiers to maximize the accuracy of reports:

- (i) Provide sufficient identifiers for the subject to properly match a consumer to a public record. Correct reports need correct identifiers. Client shall verify the personal identifier provided by the consumer if Client enters/provides the Information to Moneta or if the consumer provides Moneta with the Personal Information; the client shall have verified the consumer's Information so Moneta can match that Information to that which the report shows was used to match Information to the consumer. If these do not match, the Client shall notify Moneta immediately and provide correct identifiers to run a second report. Moneta will advise the Client if a new disclosure and authorization are needed.
- (ii) Client shall verify:
 - (a) the full name, including middle name;
 - (b) spelling of full names;
 - (c) whether there is a suffix: Jr., Sr., III, etc;
 - (d) former names used;
 - (e) any alias used
 - (f) at a minimum, the last four digits of the social security number;
 - (g) the full date of birth;
 - (h) the entire driver's license number and state of issue.

G. **Name Match Only Reports.** The availability of identifiers, like dates of birth, social security numbers, in full or redacted, driver's license numbers, etc., is becoming more difficult to find as agencies remove them from their records. However, these are critical to match records to the report's subject accurately. The subject's name usually is not enough to match a record. The more familiar the name, the less likely that a name, even a full name, is enough. In these cases, the match will show "NAME MATCH ONLY". This means only that there is a record with that name, not that the record belongs to the subject. **In these cases, the Client shall not take adverse action against the consumer without further investigation or discussion with the subject to match the record.** Moneta will make best efforts to find identifiers. A NAME MATCH ONLY report means no identifiers were available.

3. **Compliance with Applicable Law**

A. The laws relating to the furnishing and use of Information are subject to change. It is the Client's responsibility to become knowledgeable in such laws and comply with them. The failure to comply with the then-current applicable law may result in a breach of this Agreement, termination of service, and civil and criminal liability. Moneta does not undertake any obligation to advise Client of its legal obligations. Any advice or forms provided to Client is understood to be Moneta 's business judgment regarding proper processes. Client acknowledges that Client should obtain and rely upon legal advice regarding compliance matters with its legal counsel.

B. Moneta does not act as legal counsel for Client. The client is responsible for retaining counsel to advise it regarding the proper use of consumer reports; compliance with the FCRA, the Driver Privacy Protection Act, 18 U.S.C. §2721 et seq ("DPPA"), and other applicable federal, state, and local laws; and development of an appropriate screening program for Client's use of consumer reports. Client agrees to assert no claim against Moneta based upon any advice or forms provided to Client.

C. Client agrees to promptly execute and return to Moneta all documentation required, now or in the future, by any government agency to permit the release of Information or to ensure compliance with applicable laws or regulations. Such documentation shall become part of this Agreement. The failure to return such documentation will result in the Client being blocked from receiving the Information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.

D. Client consents to any reasonable request by Moneta to review records of the Client in person or by requesting copies of documents and to communicate with Client designated employees of the Client, with notice to Client, to determine the appropriateness of any present or past request(s) for Information by Client and compliance with consumer laws. A failure to cooperate with a review may result in the immediate termination or suspension of service.

E. The client understands that obtaining Information from foreign countries may involve international and local foreign law issues. The client will do its best to ensure that receiving, using, and storing such overseas Information complies with applicable foreign and international laws and regulations. Moneta undertakes no responsibility for the content of the reports obtained from other countries. However, Moneta uses agencies in those countries who perform these services and are considered to be reliable sources providing accurate Information under the laws of their country.

4. Fees for Services

A. Moneta will charge a fee for each request made by Client, under Moneta's current fees schedule. Moneta reserves the right to change the fees charged upon thirty (30) days notice to Client. The client is responsible for charges for reports that are erroneous due to Moneta being provided incorrect personal identifiers of the consumer. Applicable sales or other taxes will be added to all fees. Client understands that Moneta may incur access charges imposed by courts, other governmental agencies, and private companies that maintain the requested Information, which is passed along to Client in addition to fees. These costs are subject to change without notice.

B. Re-orders of reports due to the Client submitting inaccurate identifiers will be charged at standard rates.

C. Payment on all invoices will be due thirty (30) days after billing. For any invoice not paid within thirty (30) days, Moneta will add and collect a SERVICE CHARGE of one and a half percent (1½%) per month (or the maximum permitted by applicable law, if lower) with a

minimum service charge of \$2. Client agrees to pay Moneta's reasonable attorney's fees and costs incurred in enforcing the terms of this Agreement and in the collection of amounts due under this Agreement.

5. Confidentiality of Information

A. Information provided by Moneta to its Clients is considered confidential by law. Upon its receipt, the Client shall treat the Information as confidential. Such Information shall be maintained in confidential files to which access is restricted. Only those employees who need such Information to perform their job duties shall have access to the same. Client shall ensure that such employees shall not attempt to obtain any consumer reports on themselves, family, friends, or associates except in exercising their official duties. Client shall supply to Moneta the name and phone number of the contact person or persons with whom Moneta may discuss the contents of reports furnished to Client. When Client disposes of any report received, it shall cause such to be destroyed by cross shredding, burning, or electronic destruction as required by regulations issued by the Federal Trade Commission, which results in the material being unreadable.

B. Client acknowledges that it will receive personal identifying Information on the subjects of the reports it receives. Client shall maintain reasonable procedures to protect the Information from unauthorized internal or external access. Within 30 days of executing this Agreement, Client will outline its protections regarding the receipt, usage, and storage of this Information. Client shall, upon request, advise MONETA of the status of Client's security measures. If Client experiences a breach of security regarding this Information or discontinues any security measure, Client shall notify Moneta within 24 business hours of the breach or discontinuance. Within seven (7) business days of such an event, Client shall advise Moneta what steps have been taken to protect the Information from the reoccurrence of the breach or to restore protection of the Information.

C. Client acknowledges that Information from outside the United States may be subject to additional protections required by the country from which the Information is obtained. The client shall confirm such protections from its legal counsel.

6. Waiver and Release

A. Client acknowledges that Moneta relies totally on the Information furnished by others. ___ Moneta also relies on the Information contained in the records of various private organizations and governmental agencies for other reports. Moneta is not responsible for inaccurate or false Information received from others and sent to Client. Client agrees to assert no claim and waives all liability against Moneta for any inaccurate or false information included in any report unless Moneta had actual knowledge of the error and failed to correct it if it had the legal ability to alter such Information.

B. Moneta disclaims any obligation to search for Information beyond that disclosed by using the identifiers provided with the order. Client agrees to assert no claim against and

waives all liability against Moneta for inaccurate reports created by incorrect personal identifiers provided to _____.

C. Client agrees to hold Moneta harmless and will indemnify Moneta from all claims and losses resulting from Client's breach of this Agreement or violation of any applicable law. Moneta agrees to hold Client harmless for all claims and losses arising from Moneta's violation of any applicable law or breach of this Agreement. Such indemnifications include all costs and reasonable attorney fees incurred by the indemnified party.

D. If the party seeking indemnification proposes to settle any claim it believes is subject to indemnification, it must notify the indemnifying party of such settlement, and the indemnifying party must approve such settlement. Such approval shall not be unreasonably withheld. The indemnifying party can also disapprove of such a settlement because the claim is not within those claims or losses covered by the indemnification. If the indemnifying party accepts the request to indemnify but disagrees with the settlement amount, the indemnifying party shall take over the defense of the claim. Neither Party shall be liable to the other Party for breach of this Agreement beyond one million dollars, which a Party may provide by appropriate insurance coverage. If insurance is to be used, the Party shall provide a copy of that policy upon request of the other Party.

E. Ordering Platform Disclaimer.

- (i) Specific Disclaimer. The ordering software is a web-based program requiring an internet connection to function properly. _____ has no control over internet connection or connectivity and does not warrant that the ordering software will work without internet connectivity or that Client will have access to the internet at all times. Client bears the risk of internet "outages" during the term of this Agreement and under no circumstances shall Moneta be held liable for any costs or expenses associated with such outages.
- (ii) Restrictions. Client shall use the ordering software only under the terms and conditions of this Agreement and only for a lawful purpose. Client shall not have any rights of ownership or other proprietary rights in the software by this Agreement, except the rights set forth herein. Client shall use commercially reasonable efforts to prevent third parties from obtaining, scraping, or downloading all or any portion of the software. The client will not copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of any software or provide, disclose, or make any software available to any third party except as provided herein. Client shall neither alter nor remove any trademark, copyright notice, or other proprietary rights notices that may appear on any part of the ordering software or any associated documentation and will include all such notices on any copies. Client shall ensure that all affiliates and Authorized Users comply with the applicable obligations of rights of use under this Agreement.

7. Misuse of Information

The FCRA prohibits obtaining Information from a consumer reporting agency for an impermissible purpose. Further, those involved in such improper requests may be subject to criminal penalties of imprisonment of up to two years and a fine of \$5,000 for each offense. 15 U.S.C. § 1681q. However, such punishments are subject to change as the FCRA is amended. Further, the DPPA prohibits obtaining Information under pretenses and restricts the resale or redisclosure of personal information in state motor vehicle records. A violation of the DPPA may also result in criminal penalties. 18 U.S.C. § 2733(a). If a Client or one of its employees misrepresents to Moneta the reason for a report or requests a report for an impermissible purpose, Moneta may terminate service without notice in addition to other remedies available. Client understands that its misuse of or improper request for Information may have a direct impact upon Moneta and may cause it to be unable to obtain Information for any of its clients, resulting in substantial damages for which Client would be liable.

8. Non-Disclosure

Neither party shall, during the term of this Agreement, and any extension thereof and for a reasonable time after that, disclose to another or use, unless authorized by the disclosing party, any of the disclosing party's "Confidential Information." The purpose of this section, "Confidential Information," shall mean all the party's prospect list, client information, any customer records/information, employee list, financial data, business plans, business strategies, proprietary software, and any other information of a party disclosed by one party to the other. Notwithstanding anything to the contrary contained in this Agreement, the receiving party shall not be precluded from a) the use or disclosure of any Confidential Information which is currently known generally to the public or which subsequently has come into the public domain, other than by way of disclosure in violation of this Agreement; b) the use or disclosure of any Confidential Information that becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to have a legal obligation prohibiting the disclosure of such Information; or c) the use or disclosure of any Confidential Information that was developed independently by the receiving party, or d) the disclosure of the Confidential Information is required by law or legal process.

9. Termination of Agreement

A. Client may terminate this Agreement at any time upon written notice to Moneta. The client will remain liable for all charges made to its account before termination and promptly pay all sums due on termination.

B. Moneta may terminate this Agreement by providing a sixty (60) day written notice, but upon the occurrence of the following events, Moneta may, immediately and without notice, terminate or suspend this Service Agreement:

- (i) Default in payment of charges for _Moneta Services;
- (ii) Misuse of Information contained in a Moneta report;
- (iii) Improper request for Information;
- (iv) Failure of Client to comply with or assist Moneta in complying with the FCRA or any other applicable law;
- (v) A material breach of this Agreement or violation of any law or regulation governing the request, use, or release of the Information in the reports by Client.
- (vi) Unauthorized release of Information in a consumer report to a third party or the reselling of any report.

10. Notice of Change in Client's Business

Client shall immediately notify Moneta of any of the following events: change in ownership of the Client (over 50%); a merger, change in name or change like Client's business that in any way affects Client's right to request and receive consumer reports.

11. Miscellaneous Provisions

A. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations, and representations. This Agreement may only be modified in writing and signed by both parties; however, subsequent representations by Client to show compliance with existing or future laws are effective when Client signs and becomes a part of this Agreement. This Agreement is for the exclusive benefit of the parties hereto, and no benefit is intended for any third party.

B. All communications and notices under this Agreement will be made to the addresses, street, e-mail, and telephone numbers set forth herein. Each party will notify the other promptly of any change in contact information.

C. This Agreement is intended to be subject to and in compliance with all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or law, it will be considered to be amended or modified to the extent necessary to make it comply, and MONETA and Client hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

D. This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of NY by Moneta. Therefore, this Agreement will be

interpreted and enforced under the laws of the State of NY without reference to its conflict of laws.

E. Moneta may make changes to the software or methods used to provide service to Client, and Client must make any necessary changes to maintain a working connection to the service at Client's sole cost.

12. Force Majeure

Neither Party is responsible for any events or circumstances beyond its control that prevent it from meeting its obligations, including but not limited to war, riots, embargos, strikes, disruptions in communications, or acts of God.

Moneta Intelligence Group
("Moneta")

CLIENT (Name)

By: Diana Moneta

By:

Address: 795 Columbus Ave.
NY, NY 10025

Address:

E-mail: diana@monetabackgroundchecks.com

E-mail: