

PERSONNEL PROFILES AGREEMENT FOR THE RESALE OF TRACE, RETRACE AN ID SEARCH

The undersigned Subscriber, and Personnel Profiles, Inc. hereby make the following agreement:

1. Subscriber may obtain from Personnel Profiles, Inc. any or all of the following:
 - a) Name and address information upon entering a social security number into the Personnel Profiles, Inc. system (herein called TRACE);
 - b) Social security information upon entering a name and address (herein called RETRACE); and
 - c) Name, address and social security number upon entering name, address and social security number or name and social security number (ID Search).
2. The foregoing are referred to herein collectively as "The Products". No credit information shall be supplied in response to such an inquiry for any of the products.
3. Additionally, Personnel Profiles, Inc. has access to a database of information provided by other subscribers to the products, other third parties, and independently assembled, that consists of addresses, telephone numbers, Social Security Numbers and other data (not individually identifiable) as may from time to time be added, used or potentially useable in unsatisfactory credit experiences (hereinafter called "Hawk"). Personnel Profiles agrees to make Hawk available to Subscriber with any of The Products upon request under the terms and conditions set forth herein, unless Subscriber elects at any time during the term of this Agreement to not receive Hawk. Subscriber agrees all matches to the Hawk database will be reverified. Personnel Profiles, Inc. does not guarantee the accuracy or reliability of Hawk. And a match, or lack of a match is not intend in itself, to guarantee reliability. Accordingly, Subscriber agrees to use such information at its own risk.
4. The nature of Subscriber's business is: _____
5. Subscriber recognizes that The Products are provided subject to the Individual Reference Services Group (IRSG) Principles, designed to protect consumer privacy, and that additional information about the IRSG Principles may be obtained from the IRSG web page at <http://www.irsg.org>. Accordingly, Subscriber certifies that it intends to use one or more of The Products for the appropriate purpose(s) checked below, and for no other purpose:
 - Verification of customer identification
 - Locating customers/debtors/beneficiaries/policy holders/association members
 - Locating consumer for medical purposes
 - Investigating or preventing actual or potential fraud, fraudulent applications, or fraudulent claims
 - Locating witnesses/suspects/missing persons
 - Other appropriate purpose: _____
6. Subscriber agrees that it shall use The Products only for its exclusive use, and to hold the information in strict confidence and not to disclose it to any third parties. The Products will be requested only by the Subscriber's designated and authorized representatives. Employees will be forbidden to attempt to obtain any of The Products on themselves, associates, or any other person except in the exercise of their official duties.
7. Subscriber shall pay a fee for each inquiry for any of The Products, according to the then current published fee schedule.
8. Subscriber agrees to pay **Personnel Profiles, Inc.** upon receipt of the statement for the services rendered during the previous thirty (30) day period according to the current rate schedules in effect.
9. **Personnel Profiles, Inc.** agrees to maintain information on individuals as furnished by its subscribers or obtained from other available sources.

10. **Personnel Profiles, Inc.** reserves the right to change the charges from time to time, but no change in such charges shall become effective as to the Subscriber earlier than thirty (30) days after written notice thereof shall have been given by **Personnel Profiles, Inc.** to the Subscriber.
11. **Personnel Profiles, Inc.** shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of information reported, and in no event shall **Personnel Profiles, Inc.** be held liable in any manner whatsoever for any loss or injury to Subscriber resulting from the obtaining or furnishing of such information; and further Subscriber agrees to hold **Personnel Profiles, Inc.** harmless and indemnify it from any and all claims, losses, and damages arising out of alleged liability or failure of the Subscriber to keep and perform any of its obligations described herein.
12. This Agreement shall remain in force and effect for one year from date hereof, and thereafter, from year to year, on the same basis as set forth herein except that either party may cancel this Agreement at any time upon notice at least ten (10) days prior to the end of the current monthly payment period.
13. It is further agreed, however', that with just cause, such as delinquency or violation of the terms of the contact or a legal requirement **Personnel Profiles, Inc.** may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.
14. The parties hereto agree that this instrument is the full and complete Agreement between them regarding the furnishing of **The Products**, and is not to be altered, varied, or enlarged upon by any verbal promises, statements, or representations not expressed herein. This Agreement shall be not binding on either party until accepted by **Personnel Profiles, Inc.**

Reseller Name: Personnel Profiles, Inc.

Subscriber Name: _____

By: _____

By: _____

Print Name: Sandra A. Baker

Print Name: _____

Title: Owner

Address: _____

Date: _____

Date: _____

FAIR CREDIT REPORTING ACT COMPLIANCE AGREEMENT

Required Terms for Consumer Credit Reports for Employment Purposes (PEER)

1. Personnel Profiles, Inc. has access to consumer reports from one or more consumer credit reporting agencies.
2. Subscriber is a _____ (*nature of business*) and has a need for consumer credit information in connection with the evaluation of individuals for hiring, employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
3. Subscriber shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Personnel Profiles, Inc. from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
4. Subscriber certifies that it will not request a Consumer Report for Employment Purposes unless:
 - A. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
 - B. The consumer has authorized in writing the procurement of the report; and
 - C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. Subscriber further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer:
 - A. A copy of the Consumer Report for Employment Purposes; and
 - B. A copy of the consumer's rights, in the format approved by the FTC, which notice shall be supplied to Subscriber by Personnel Profiles, Inc..
6. Subscriber agrees that it shall use Consumer Report for Employment Purposes only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties not involved in the current employment decision.
7. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
8. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, Personnel Profiles, Inc. may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

The undersigned hereby acknowledges compliance with the terms of this agreement.

Signed _____ Date _____

Name _____ Company _____

(please print)