

## **Background Resources, Inc.**

29W140 Butterfield Rd. Suite 105

Warrenville IL 60555

Phone: 630-873-2201

Fax: 630-657-1801



Dear Valued Client:

You have requested to have credit reports added to your products. Therefore, you will need to sign the Business Service Agreement / Credit as well as provide all of the documentation shown below.

The following requirements are mandated by the credit repositories and cannot be waived. Please provide all of the information listed below. You will be required to have an onsite inspection of your business, please read Exhibit D for more information.

**For employment purposes including accessing credit reports, the bureaus require us to verify and do the following:**

- a) Copy of your Business License
- b) Your business checking account **MUST** be in the business name (Enclose a copy of a voided check or deposit slip)
- c) Trade references must be verified
- d) The company telephone number must be listed with the business name and address
- e) The service agreement must be signed by an officer of the company
- f) A credit report of the principle of the business will be required (unless publicly traded) **Exhibit A**
- g) A copy of the principle owners drivers license (unless publicly traded)
- h) A copy of the current lease of the business (unless publicly traded)
- i) Letter of Intent (**Exhibit E**)
- j) An onsite inspection of your business premises will be conducted by a bureau approved vendor. The cost for this inspection is \$75.00. (See **Exhibit D** for more information)

Return all of the above, the signed Business Service Agreement, Exhibit A, and Exhibit E. We will accept a faxed copy of this paperwork. Your onsite inspection fee must be paid and completed prior to allowing you access to credit reports. We accept credit card, check, or ACH debit.

**Please make payment to:**

**Background Resources, Inc. 29W140 Butterfield Rd Ste 105, Warrenville, IL 60555**

If you have any questions, please do not hesitate to contact us at 630-873-2270.

Sincerely,

Background Resources, Inc.

# Background Resources, Inc. Business Service Agreement / Credit

THIS AGREEMENT FOR SERVICE ("AGREEMENT") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, by and between Background Resources, Inc. and \_\_\_\_\_ ("Client").

## The undersigned Client is requesting credit reports and agrees to the following terms:

1. To comply with all provisions and accept responsibility for ordering and using information provided by background resources, inc. (BRI) in accordance with all applicable laws, but not limited to, the provisions of the Fair Credit Reporting Act 15 U.S.C. Section 1681 (FCRA), the provisions of the Driver's Privacy Protection Act 18 U.S.C. Section 2721 et seq. (DPPA), Gramm-Leach Bliley Act (GLBA) and any state or federal laws that may apply. Client represents that it is familiar with the requirements of the FCRA, DPPA, and GLBA including specifically the permissible purposes for obtaining reports. Client will provide evidence, when reasonably requested by BRI, to show that Client is in full compliance with the FCRA. Client may obtain this information at [www.backgroundresources.com](http://www.backgroundresources.com) or [www.ftc.gov/credit](http://www.ftc.gov/credit).
2. BRI shall use good faith in attempting to obtain information from sources deemed reliable but does not guarantee the accuracy or completeness of the information provided. In no event shall BRI be held liable in any manner whatsoever for any loss or injury to Client or applicant resulting from the obtaining or furnishing of such information. Furthermore, that Client and applicant agrees to hold BRI and its sources (primarily Trans Union, Equifax and Experian) harmless and indemnify them from any and all claims, losses, including lost profits, lost savings, or other damages arising out of the use or inability to use our Program, or arising from the Client's interpretation or use of the data furnished by BRI shall have no obligation or duty hereunder to provide any information that is not verifiable. Any legal action will be filed in Du Page County, Illinois.
3. Client agrees to comply with the business verification requirement mandated by law under federal Fair Credit Reporting Act (FCRA). Subscriber understands inspection validates they are a legitimate business and adhere to safe and secure information protection practices. Subscriber understands that if the business verification report is returned noting Subscriber's business does not meet information security standards, BRI will deny this application for membership. If signup fee is required, this fee will not be refunded. See attached Exhibit D for further details.
4. Client certifies that it will not request any screening report unless a clear and conspicuous disclosure is first made in writing before the report is obtained, see copy of Exhibit B. Client certifies that reports will be used for employment purposes only, which means that the reports will be used for the purpose of evaluating a applicant for employment, promotion, reassignment or retention as an employee. The Client further certifies that the reports will not be used for any other purpose. The applicant has authorized in writing the procurement of the report and to keep such authorization on file for a period of five (5) years. Information from the report will not be used in violation of any applicable federal or state law or regulation.
5. Client understands and agrees that prior to taking any adverse action against an applicant based in whole or in part to information contained in the consumer reports provided from BRI, that Client will provide to the applicant a copy of the consumer report with our name and how to contact BRI, along with a copy of the Federal Trade Commission Notice Summary of Consumer Rights under the FCRA, as provided in Exhibit C. To keep all reports confidential, and use only for the purpose intended and not disclose to any unrelated third parties.
6. Client further agrees that should the applicant be denied employment, or other adverse employment action taken, Client will provide the applicant: a copy of the report; and a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act" and the pre-adverse and adverse notifications as contemplated in the FCRA. Client guarantees that the pre-adverse action letter and the adverse action letter will include the name, address, and telephone number of BRI. A statement that BRI did not make the decision to take the adverse action, it only provided information, and BRI cannot give specific reasons why adverse action was taken. A statement that the consumer has a right to dispute the accuracy and completeness of the report by contacting BRI.
7. The information is obtained and managed by fallible human sources, and that, for the fee charged, BRI cannot guarantee, nor will be liable for the accuracy or the depth of information provided, regardless of the origin of the inaccuracies.
8. To assume responsibility for the final verification of the applicant's identity. It will base all decisions on its own policies, and keep all reports strictly confidential.
9. The undersigned individual, being employed by and/or financially interested in the Client identified below, and in consideration of BRI entering into a service agreement and related contracts ("Agreements") with such Client, personally and individually guarantees all payments due to BRI by client under said Agreements. The undersigned waives presentment, protest, demand and notice of dishonor or default in connection with this guarantee and any payments due by Client under the Agreements, and the individual expressly recognizes that this Guarantee creates personal obligation, and that any default under this Guarantee may be reflected on the undersigned's personal credit file.
10. To pay for services as required through selection of payment options. If invoiced, Client agrees to payment terms of Net 30 Days and to pay a finance charge of 1.5 % per month for any accounts in arrears. Customer understands any accounts that are considered "past due", or in arrears for payment may have their service interrupted or discontinued. This may occur on the 10<sup>th</sup> day following the normal due date unless an agreed upon financial arrangement has been made with BRI. In addition if the account goes to collection, Customer agrees to pay all collection expenses, including legal fees. If BRI discontinues service for non-payment, an additional re-connect fee of \$50.00 shall apply to Customer's next invoice once payment is made and services have been reinstated. Payments may also be made through Visa or MasterCard. Any returned NSF checks will impose a \$40.00 per incident fee to next invoice. That with just cause, such as delinquency or violation of the terms of this Agreement or a legal requirement, BRI may, upon its' election, discontinue serving the client and cancel this Agreement immediately.
11. BRI employees will be glad to help customers understand a report, but they are not allowed to render any legal opinions regarding information contained in any transmitted report.
12. Client authorizes BRI to investigate the references, statements and other data contained in this agreement or obtained from client or any other person pertaining to client's credit responsibility. It is understood that all information obtained will only be used by BRI to evaluate the application and will be held in the strictest of confidence.
13. Client will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties. The Fair Credit Reporting Act provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretense shall be fined under title 18, or imprisoned not more than two years, or both.
14. It is agreed that BRI reserves the right to change the schedule of service and charges from time to time upon 30 days written notice.
15. Client will cooperate and disclose requested information for periodic audits or updates by BRI or the Credit Bureau Repositories for verification of permissible purpose or for security and/or compliance procedure requirements. Non-cooperation with these procedures can and may result in permanent or temporary cancellation of services with BRI.
16. This agreement shall be construed and enforced in accordance with the laws of the state of IL.
17. The Client or End User understands they are not to resell the information in whole or in part, nor to disclose any information to any third party.
18. Any business or individual who uses a consumer report is subject to the requirements of the Disposal Rule. The Rule requires the proper disposal of information and records to protect against "unauthorized access to or use of the information". Client agrees to take reasonable measures for disposing of consumer report information. Client has read the disposal rule that is provided on BRI's website.

\_\_\_\_\_  
Initials of Authorized Signer

## Exhibit A

**This form MUST be filled out and signed by the owner of the company**

### CREDIT RELEASE

Principal's Name: \_\_\_\_\_

Social Security # : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Home Address: \_\_\_\_\_

City / State /Zip: \_\_\_\_\_

Title or Position: \_\_\_\_\_

Home Phone : ( \_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

As Owner, Partner, Principal or Officer of \_\_\_\_\_  
(Company Name), I hereby give my consent to Background Resources, Inc. to obtain any and all information concerning my business, personal history, and financial credit report. Such information may be gathered through the use of any investigative or credit repositories of its choice. In addition, I hereby authorize Background Resources, Inc. to secure all information, including credit information contained in my creditors account files.

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Initials of Authorized Signer

## Exhibit B

### SAMPLE DISCLOSURE

*Sample Disclosure: As the employer or user of consumer reports, it is your responsibility to ensure compliance with all of the relevant federal, state and local laws governing this area. We strongly recommend that prior to use, you consult with an attorney.*

**In connection with, and duration of my employment (including contract for services) with you, I understand that investigative background inquiries are to be made on myself including consumer, criminal, driving, workers compensation, and other reports. This information will, in whole or in part, be obtained from Background Resources, Inc. (BRI). These reports will include information as to my character, work habits, wage/salary, any information reported in my file, performance and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various federal, state and other agencies which maintain public and non-public records concerning my past activities relating to my driving, credit, criminal, workers comp, civil and other experiences as well as claims involving me in the files of insurance companies.**

**I authorize and consent for full release of records (either orally or in writing), without reservation to any party or agency contacted by this employer to furnish the above-mentioned information. I release and hold harmless any individual, corporation, private or public entity from any and all causes of action that might arise from furnishing to the Employer and/or BRI information that they may request pursuant to this release.**

**A photo or faxed copy of this release will act as the original and shall be valid for this and any future reports or updates that may be requested by the Employer in connection with my employment. In the event that information from the report is utilized in whole or in part in making an adverse decision with regard to your potential employment, we will provide you with a copy of the consumer report and a description in writing of your rights under the Federal Fair Credit Reporting Act.**

DATE OF BIRTH\*\* \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

Used to obtain accurate retrieval of records. The age discrimination act in the employment act of 1967 prohibits discrimination in employment based on age.

PRINT FULL NAME \_\_\_\_\_

SOC.SEC. NO. \_\_\_\_/\_\_\_\_/\_\_\_\_

CURRENT ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

DRIVER'S LICENSE NO. \_\_\_\_\_ STATE \_\_\_\_\_

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PROSPECTIVE EMPLOYER \_\_\_\_\_

PLEASE LIST ANY OTHER PREVIOUS RESIDENCES FOR THE LAST 7 YEARS:

1. \_\_\_\_\_ 2. \_\_\_\_\_

California, Minnesota & Oklahoma Applicants Only: Please check here to have a copy of your consumer report sent directly to you. Under section 1786.22 of the California Civil Code, you have the right to request to B.R.I., upon proper identification, the nature and substance of all information in its files on you, including the sources of information, and the recipients of any reports on you which B.R.I. has previously furnished within the two-year period preceding my request. You may view the file maintained on you by B.R.I. during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone.

\*Date of Birth is being requested in order to obtain accurate retrieval of records.

\_\_\_\_\_ Initials of Authorized Signer

# Exhibit C

## Notice of consumer rights under the FCRA:

### A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law.

You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

**You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

**You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

**You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

**Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

**You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.

**Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

**Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.

**Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

**You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

\_\_\_\_\_ Initials of Authorized Signer

**You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

**FOR QUESTIONS OR CONCERNS REGARDING:**

**PLEASE CONTACT:**

CRA's, creditors and others not listed below

Federal Trade Commission  
Consumer Response Center - FCRA  
Washington, DC 20580  
202-326-3761

National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)

Office of the Comptroller of the Currency  
Compliance Management, Mail Stop 6-6  
Washington, DC 20219  
800-613-6743

Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)

Federal Reserve Board  
Division of Consumer & Community Affairs  
Washington, DC 20551  
202-452-3693

Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)

Office of Thrift Supervision  
Consumer Programs  
Washington, DC 20552  
800-842-6929

Federal credit unions (words "Federal Credit Union" appear in institution's name)

National Credit Union Administration  
1775 Duke Street  
Alexandria, VA 22314  
703-518-6360

State-chartered banks that are not members of the Federal Reserve System

Federal Deposit Insurance Corporation  
Division of Compliance & Consumer Affairs  
Washington, DC 20429  
800-934-FDIC

Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission

Department of Transportation  
Office of Financial Management  
Washington, DC 20590  
202-366-1306

Activities subject to the Packers and Stockyards Act, 1921

Department of Agriculture  
Office of Deputy Administrator - GIPSA  
Washington, DC 20250  
202-720-7051

\_\_\_\_\_ Initials of Authorized Signer

## Exhibit D

### Business Site Verification

The unfortunate increases today in criminal activity of individual's private information, credit fraud and identity theft have lifted everyone's awareness to do everything possible to protect ourselves against these crimes. Our industry in general has become more and more regulated over the years to counteract against these crimes to protect people's private information. The Business Site Verification is an industry requirement to combat these issues. Every legitimate screening company conducts a business site verification before a new account is opened. The purpose is to provide to BRI the necessary proof to show compliance with federal, state and local government laws. Furthermore it shows you are taking the proper safeguards needed to ensure the personal private information you are receiving is being protected and secured from persons who are not authorized to access this information.

#### PLEASE NOTE:

Business Site Verifications are performed by a third party company. You may be contacted in the future by an authorized third party company to conduct the Business Site Verification for your location. On average the time between scheduling a date/time to the actual visit is about 3-4 business days however the visit itself is usually on 20-30 minutes. The following is a short list of some (not all) items checked during the site visit in relation to your business and background screening.

#### *Companies/Commercial Address Inspection*

- ❖ Are credit and other consumer files are kept in lockable filing cabinets? This should included rental applications, leases and employment applications.
- ❖ Is there a shredder or other machine present to destroy applications, leases or consumer reports that are no longer needed? Is there a policy in place to ensure this is done?
- ❖ Are computer screens locked (password protected) after a certain "idle" time period?
- ❖ Does the business office or area, where the credit files, computers, filing cabinets etc. are located, have a locked door?
- ❖ Are fax machines and computers in a secure location away from the public or in a location were there is a serious risk of sensitive information being accessed by unauthorized personnel?
- ❖ Are there security measures in place to restrict access to the work area from unauthorized persons?
- ❖ Is the business actually located at the address listed on the BRI membership application? If not, why?
- ❖ Is there a permanent sign identifying the business and does the name match what is listed on the BRI membership application? If not, why?
- ❖ Is the company located in a commercial building (as opposed to a private residence or apartment)?
- ❖ Is the office space shared with another business? If so, what business and in what relation are they to your business?
- ❖ Is there a business license displayed?

\_\_\_\_\_ Initials of Authorized Signer

## **EXHIBIT E**

*To meet the compliance regulations of the credit bureaus, you are required to prepare a Letter of Intent from your organization prior to accessing any credit reports. The information below must be included when creating the letter. This document should then be submitted along with your completed Addendum on your company letterhead.*

### **LETTER OF INTENT**

The Letter of Intent must be on your company letterhead and must be signed by an officer, owner, or authorized manager of the company. In this Letter of Intent, put in your own words, at a minimum, the following information.

- The nature of your business
- Your intended use for the service
- The anticipated monthly volume
- Intent as to whether you anticipate access will be primarily local, regional, or national.

Thank you,

Compliance  
Background Resources, Inc.

\_\_\_\_\_ Initials of Authorized Signer

**background resources, inc.**

29W140 Butterfield Rd. Ste 105

Warrenville, IL 60555

Phone: 630-873-2201

Fax: 630-657-1801



I hereby authorize Background Resources, Inc to charge the credit card listed below for payment of fees, which are incurred by the customer account, listed below. I certify that I am authorized to sign this form and owner of credit card listed below.

Company Name \_\_\_\_\_

Customer ID BR-\_\_\_\_\_

Credit Card Type:      AMEX ( )      VISA ( )      MasterCard ( )

Name on Card: \_\_\_\_\_

Billing Address for Card: \_\_\_\_\_

Credit Card Number \_\_\_\_\_

Expiration Date \_\_\_\_/\_\_\_\_      VID Code\*\* \_\_\_\_\_ **(REQUIRED FIELD)**

Customer Signature \_\_\_\_\_

Your completion of this authorization form helps us to protect you, our valued customers, from credit card fraud. Background Resources, Inc will keep all information entered on this form strictly confidential

**\*\* Most credit cards display the code on the back of the card, just above the signature and at the end of the regular account number.**

**For Office Use Only :**

**DATE:**

**AMOUNT:**

**APPROVAL CODE:**

**AUTHORIZATION AGREEMENT FOR AUTOMATIC DEBITS  
(ACH DEBITS)**

COMPANY NAME \_\_\_\_\_ BR - \_\_\_\_\_

I (We) hereby authorize Background Resources, Inc., hereinafter called COMPANY, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my (our) Checking or Savings account (select one) indicated below at the depository named below, hereinafter called DEPOSITORY, to debit and/or credit the same to such account.

**DEPOSITORY**

NAME \_\_\_\_\_

BRANCH \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

ROUTING NUMBER \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_

**This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. If I change banks or bank accounts, I am fully responsible for immediately notifying COMPANY of the change.**

YOUR NAME \_\_\_\_\_  
Please Print

YOUR SIGNATURE \_\_\_\_\_

YOUR TITLE \_\_\_\_\_ DATED \_\_\_\_\_  
Please Print

☆☆☆☆☆☆☆☆☆☆ **REQUIRED** ☆☆☆☆☆☆☆☆☆☆

1. PLEASE FAX WITH THIS FORM A **VOIDED CHECK** REFERENCING ABOVE ACCOUNT NUMBER. Return Fax To 630-657-1076 *And*
2. PLEASE **SEND ORIGINAL** SIGNED FORM TO OUR OFFICE WITHIN 5 BUSINESS DAYS.

*Mail Original to:*  
Credit Link, LLC  
29W140 Butterfield Road Suite #105  
Warrenville, IL 60555  
Attn: Accounting Department