



END-USER AGREEMENT

THIS AGREEMENT, (hereinafter “End-User Agreement”) is made and entered into by and between Pre-employ.com, Inc., a California corporation (and its affiliates) (collectively, “Pre-employ.com, Inc.”), with its primary office located at 2301 Balls Ferry Road, Anderson, California 96007, and (End-User Company Legal Business Name) County Of Williamson (and its subsidiaries and affiliates) (collectively, “End-User”), a political subdivision organized under the constitution and laws of the State of (State) Texas, with its primary office located at (address, city, state and zip) 301 SE Inner Loop, Suite 108 Georgetown, TX 78626. End-User and Pre-employ.com, Inc. shall be referred to collectively as the “Parties.” This Agreement shall be effective on the date of last signature below (the “Effective Date”).

WHEREAS, the Fair Credit Reporting Act (“FCRA”) imposes on End-User various obligations related to, among other things, the procurement, use and confidential destruction of consumer reports and/or investigative reports (collectively, “Reports”) as an end-user of such Reports; and

WHEREAS, End-User wishes for Pre-employ.com, Inc. to provide End-User with Reports; and

WHEREAS, End-User agrees that it will abide by all of its obligations under applicable law, including but not limited to the FCRA and corresponding and like federal, state and municipal laws, regulations, ordinances and guidelines, including all fair employment and equal employment opportunity laws, including but not limited to Title VII of the Civil Rights Act of 1964 and the Americans With Disabilities Act (all such laws, regulations, ordinances and guidance collectively referred to as “Laws”);

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SERVICES OFFERED BY PRE-EMPLOY.COM, INC.** Pre-employ.com, Inc. is a “consumer reporting agency” and a “reseller of consumer reporting services” as such terms are defined in the FCRA. Upon request and as allowed by the Laws, Pre-employ.com, Inc. will provide Reports to End-User. Pre-employ.com, Inc. will only furnish Reports to End-User for a permissible purpose under the Laws and for no other purpose. In addition to providing Reports to End-User, Pre-employ.com, Inc. shall, upon request and as permitted by the Laws, provide certain other business-related services to End-User (collectively, the “Services”).

2. **PERMISSIBLE PURPOSE.**

- End-User certifies that all of its orders for Reports from Pre-employ.com, Inc. shall be made, and the resulting Reports shall be used, only in accordance with the Laws, and with regard to the FCRA, for the following FCRA-permissible purposes only:

(CHECK ALL THAT APPLY).

<input type="checkbox"/>	Section 604(a)(2). As instructed by the consumer in writing.
<input type="checkbox"/>	Section 604(a)(3)(B). For <u>employment</u> purposes, including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission (“employment purposes”).

- Pre-employ.com will process every request for Services as for an “investigative consumer report,” as defined by the FCRA, and for employment purposes, and End-User certifies with and for each order for a Report that it has complied with the Laws before placing the order for Services, including its obligation, if any, to provide to each consumer the required disclosures and obtain his or her authorization.
- End-User shall not request, obtain or use Reports for any purpose not checked above, including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement, or derived from such information, to any other party, whether alone or in conjunction with End-User’s own data.
- End-User understands and agrees that it will be required to identify and certify the specific permissible purpose for each individual Report requested from Pre-employ.com, Inc. at the time of each order, and that it will be used solely for End-User’s exclusive one-time use.
- The Reports shall be requested by, and disclosed by End-User only to, End-User’s designated and authorized employees having a need to know and only to the extent necessary to enable End-User to use the Reports in

accordance with this Agreement. End-User shall ensure that such designated and authorized employees shall not attempt to obtain any Reports on themselves, associates, or any other person except in the exercise of their authorized and official duties.

- **PLEASE NOTE:** 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. PRE-EMPLOY.COM, INC. SERVICES SELECTED BY END-USER.

By placing a mark below in Check this Box to Order, End-User is requesting that Pre-employ.com, Inc. provide the identified Service to End-User. End User acknowledges receipt of "A Summary of your rights under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" published by the Consumer Financial Protection Bureau ("CFPB") and must initial it has received all associated documentation listed.

- ✓ **END-USER: PLEASE CHECK EACH SERVICE THAT YOU WOULD LIKE TO ORDER AND PLACE INITIALS TO CONFIRM YOU HAVE RECEIVED THE ASSOCIATED DOCUMENTATION.**

CHECK THIS BOX TO ORDER	INITIAL IF HAVE RECEIVED ASSOCIATED DOCUMENTATION	SERVICE	ASSOCIATED DOCUMENTATION
<input type="checkbox"/>		Background Screening Services	<ul style="list-style-type: none"> • End-User Agreement • Master Service Agreement • Exhibit 1B: Statement of Work Fees and Pricing • Appendix A: A Summary of your rights under the Fair Credit Reporting Act • Appendix B: Notice to Users of Consumer Reports: Obligations of Users Under the FCRA • Appendix C: Notice to Furnishers of Information Obligations Under the FCRA • Remedying the Effects of Identity Theft

SEPARATE ADDENDA REQUIRED FOR SPECIFIC SERVICES

- ✓ **END-USER: SOME SERVICES PROVIDED BY PRE-EMPLOY.COM, INC. REQUIRE ADDITIONAL CONTRACTUAL LANGUAGE. IF YOU INTEND TO ORDER ANY OF THE ITEMS BELOW, PLEASE PLACE A CHECK MARK NEXT TO THE DESIRED SERVICE AND INITIAL TO CONFIRM YOU HAVE RECEIVED THE ASSOCIATED ADDENDUM.**

CHECK THIS BOX TO ORDER	INITIAL IF HAVE RECEIVED ASSOCIATED DOCUMENTATION	SERVICE	ASSOCIATED DOCUMENTATION
		Background Screening in state of CA	Addendum F
		Employment Verifications only available via Equifax EVS – REQUIRED FOR ALL EMPLOYMENT VERIFICATIONS	Addendum E
		Credit Reports	Addendum B
		Workers' Compensation Record Reports	Addendum C
<input type="checkbox"/>		Drug Testing	Addendum D
		I-9 and E-Verify	Addendum 3

4. END-USER'S GENERAL CERTIFICATION OF LEGAL COMPLIANCE.

- A. End-User certifies that it will comply with all Laws governing the acquisition and/or use of Reports, including, but not limited to, the FCRA, all state equivalents to the FCRA, Title VII of the Civil Rights Act of 1964, and the Drivers Privacy Protection Act ("DPPA").
- B. End-User understands that it will be required to certify to various FCRA consumer protection statements at each request for Services, and only after it has fulfilled such obligations. In the event that End-User utilizes a third party provider for its submission of requests for Services to Pre-employ.com, Inc., End-User will ensure that all such requests for Services include all such required certifications, as defined by the FCRA, the other Laws, and outlined by Pre-employ.com, Inc. herein.
- C. End-User further certifies that it will only use a Report received from Pre-employ.com, Inc. one time and that it will not distribute, sell, re-sell, copy or give any information received from Pre-employ.com, Inc. to a third party, except as allowed by the Laws.
- D. End-User certifies that it will not request or use other services offered by Pre-employ.com, Inc., including but not limited to I-9 and E-Verify services, in violation of any federal, state or local law.

5. END-USER'S ADDITIONAL CERTIFICATION OF LEGAL COMPLIANCE AS TO SPECIFIC SERVICES.

A. When Reports are Procured and/or Used for Employment Purposes.

- (1) **Disclosure and Consent.** End-User certifies that prior to procuring or causing a Report to be procured for any employment purpose, End-User has made a clear and conspicuous disclosure to the consumer, in writing, in a document consisting solely of the disclosure, that End-User may obtain a consumer report and/or investigative consumer report for employment purposes (the "Disclosure"), and also has obtained the consumer's authorization for End-User to procure or cause a Report to be procured from Pre-employ.com, Inc. for employment purposes (the "Authorization"). The Disclosure and Authorization must satisfy all requirements identified in Section 604(b)(2) and, as appropriate, Section 606(a)(1) of the FCRA. Pre-employ.com, Inc. may request, and if requested End-User shall promptly provide, proof of End-User's compliance with the Laws, including copies of the Disclosure and Authorization.
 - a. End-User shall identify in the Disclosure all parties (including parent, subsidiary and affiliated companies) that may procure or cause to be procured and/or use Reports, and the Authorization shall extend to all such parties. Pre-employ.com, Inc. may request, and if requested End-User shall promptly provide, proof and/or copies of End-User's compliance with the Laws at its discretion or as business need may arise.
 - b. (i) End-User represents that in some circumstances End-User's contract with its customer contemplates that End-User must provide its customer with direct access to Reports. In such circumstances, before placing orders for Reports, End-User shall specifically identify in the Disclosure both End-User and End-User's customer, and obtain authorization from consumers specifically for the procurement of Reports from Pre-employ.com, Inc. by both End-User and End-User's customer. Before placing orders for Reports, End-User shall also notify its customer, in writing, that all Reports compiled by Pre-employ.com, Inc. for End-User will be furnished for employment purposes, and provide to any such customer a copy of the CFPB's publication entitled "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA."
 - (ii) If End-User is a company that requires another party, such as its contractor, to provide the type of direct access to Reports described in subpart (b)(i), End-User certifies that, before accessing any such Reports, End-User has confirmed that the other party's Disclosure identifies, and its Authorization extends to, both End-User and the other party. End-User also confirms that it has received, and will comply with, the designated CFPB publication.
- (2) **Adverse Action.** If the consumer may be denied employment or incur another "adverse action," as that term is defined by the Laws, based in whole or part on a Report provided by Pre-employ.com, Inc., End-User will timely provide to the consumer: (1) a copy of the Report, and (2) a description, in writing, of the rights of the consumer entitled "A Summary of Your Rights Under the Fair Credit Reporting Act," and (3) a written notice containing any and all other required notifications under the Laws. End-User will then provide consumer with an appropriate period of time to dispute the accuracy of the Report before taking any adverse action. After the appropriate waiting period, and assuming no dispute, End-User will issue to the consumer notice of the adverse action taken, including the statutorily-required notice identified in Section 615 of the FCRA. Among other things, such notice will include: (1) the name, address, and telephone number of Pre-employ.com, Inc., as the consumer reporting agency, (2) a statement that the Pre-employ.com, Inc. did not make the decision to take the adverse action and is unable to provide the consumer the specific reasons why the adverse action was taken, (3) a statement that the consumer may obtain a free copy of the consumer report from Pre-employ.com, Inc. within 60 days pursuant to Section

612 of the FCRA, and (4) a statement that the consumer has the right to dispute with Pre-employ.com, Inc. the accuracy or completeness of any information in a consumer report furnished by Pre-employ.com, Inc. If a dispute as to the accuracy or completeness of the Report is raised by the consumer during the waiting period, End-User will afford Pre-employ.com, Inc. the legally allowed time to resolve the dispute before deciding whether to take any final adverse action.

If End-User has requested that Pre-employ.com, Inc. fulfill any portions of the pre-adverse or adverse action processes on its behalf as part of the Services, End-User will provide to Pre-employ.com, Inc. all necessary template letters and other notifications, and the specifications for providing same to consumers. Pre-employ.com, Inc. assumes no liability of any kind whatsoever on behalf of or to End-User by providing these letters and notifications to consumers and, rather, expressly disclaims any such liability.

- (3) **Decision-Making.** End-User is aware that the Laws impact how and under what circumstances End-User may use criminal history information, credit history information, and other consumer report information for employment purposes. End-User assumes full responsibility for complying with all Laws. End-User certifies it will not use any Report in violation of any Law, including any applicable federal or state equal employment opportunity law or regulation. Among other things, End-User has or will become familiar with the EEOC's April 2012 Enforcement Guidance explaining how employers may utilize criminal history information in compliance with Title VII of the Civil Right Acts of 1964.

B. When Consumer or Investigative Consumer Reports Are Used For Tenant/Owner Purposes.

- (1) **Disclosure and Consent.** If End-User intends to request a Report from Pre-employ.com, Inc. for "Tenant/Owner Purposes," it will first obtain the written consent of the consumer to do so.
- (2) **Adverse Action.** If End-User takes adverse action against a tenant or prospective tenant based upon a Report from Pre-employ.com, Inc., End-User agrees to follow all adverse action requirements specified by the Laws, including in Section 615 of the FCRA. Among other things, End-User agrees that after taking adverse action it will provide a notice to the consumer that includes: (1) the name, address, and telephone number of Pre-employ.com, Inc., as the consumer reporting agency, (2) a statement that Pre-employ.com, Inc. did not make the decision to take the adverse action and is unable to provide the consumer the specific reasons why the adverse action was taken, (3) a statement that the consumer may obtain a free copy of the consumer report from Pre-employ.com, Inc. within 60 days pursuant to Section 612 of the FCRA, and (4) a statement that the consumer has the right to dispute with Pre-employ.com, Inc. the accuracy or completeness of any information in a consumer report furnished by Pre-employ.com, Inc..
- (3) **Decision Making.** End-User is aware that local, state, and federal laws and regulations impact how and under what circumstances End-User may use criminal history information, credit history information, and other consumer report information for tenant screening and/or owner screening purposes. End-User assumes full responsibility for complying with all applicable laws and regulations. Among other things, End-User has or will become familiar with applicable federal, state, and local "Fair Housing Laws."

6. **END-USER'S ADDITIONAL CERTIFICATION OF CALIFORNIA LEGAL COMPLIANCE AND CERTIFICATION**

By placing each order with Pre-employ.com, Inc., and in general, End-User hereby certifies 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., to:

- (i) Request and use the Services solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.
- (ii) When, at any time, the Services are sought for employment purposes, that End-User has provided a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an "investigative consumer report" (as defined by the ICRAA) may be obtained; (2) the permissible purpose of the investigative consumer report; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of Pre-employ.com, Inc. as the consumer reporting agency conducting the investigation; and (5) the nature and scope of the investigation-requested, including a summary of the provisions of California Civil Code Section 1786.22. The disclosure also shall list Pre-employ.com, Inc.'s web site address.
- (iii) 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 investigative consumer report that is prepared.
- (iv) If the consumer wishes to receive a copy of the investigative consumer report, send or arrange to send a copy of the investigative consumer report to the consumer within three business days of the date that the investigative consumer report is

provided to End-User. The copy of the investigative consumer report shall contain the name, address, and telephone number of Pre-employ.com, Inc. as the entity that issued the report and how to contact Pre-employ.com, Inc.

(v) When, at any time, the Services are sought for employment purposes, only request an investigative consumer report if the subject thereof has first authorized in writing the procurement of the report by the End-User.

(vi) 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 investigative consumer report, informing the consumer in writing of Pre-employ.com, Inc.'s name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRAA and the CCRAA.

(vii) 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 investigative consumer reports, including, but not limited to, the ICRAA and CCRAA.

7. **INVESTIGATIVE CONSUMER REPORTS.** Due to the interpretive nature of the term, Pre-employ.com will process every request for Services as a request for an "investigative consumer report" within the meaning of the FCRA. End-user certifies that it complies with the Laws, including its obligation, if any, to provide to each consumer the required disclosures and obtain his or her authorization before the order is placed. If the consumer makes a written request within a reasonable amount of time, End-User will provide to the consumer:

- A. information about the Report that has been requested;
- B. if a Report has been requested, written disclosure of the nature and scope of the investigation requested; and
- C. Pre-employ.com, Inc.'s contact information, including its complete address and toll-free telephone number.

This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.

8. **INTERNATIONAL CRIMINAL RECORD SEARCHES.** End-User understands that international background screening searches will be conducted through a third-party business entity that is independent of Pre-employ.com, Inc. Accordingly, End-User releases and holds harmless Pre-employ.com, Inc. and its affiliated companies, officers, agents, and employees from any liability of any kind whatsoever in connection with any information received as a result of an international background screening report.

9. **NATIONAL/MULTI-STATE DATABASE SEARCHES.** Pre-employ.com, Inc. recommends that End-User screen its employees at the county level as well as using federal and multi-state/nationwide databases. End-User understands that Pre-employ.com, Inc. cannot be held responsible for any records that exist that do not fall within the scope of the specific search(es) ordered by End-User. End-User further understands that the multi-state/nationwide database report only will be offered in conjunction with a county or state-level verification of any possible "hit" (that is, confirmation of the record in the database at or with the primary source of the record).

10. **MOTOR VEHICLE RECORDS (MVRs) AND DRIVING RECORDS.**

- A. End-User hereby certifies that it will only order motor vehicle records and/or driving records (collectively "MVRs") as allowed by the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 *et seq.*) and any corresponding state laws.
- B. End-User further 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 Pre-employ.com, Inc. in the form of the consumer's signed release authorization form.
- C. End-User also certifies that it will use MVRs only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee.
- D. End-User shall not transmit any data contained in the reported MVR via the public internet, electronic mail or any other unsecured means.
- E. End-User understands that when MVRs are sought in certain states, including but not limited to Washington, New Hampshire, and Pennsylvania, End-User will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by Pre-employ.com, Inc. End-User agrees to complete such state-specific written consent materials, as required by law or requested by Pre-employ.com, Inc. End-User further agrees to maintain such materials in an accessible format for no less than five years.

- 11. CONTEMPORANEOUS NOTIFICATION (FCRA SECTION 613)** Pre-employ.com, Inc. provides this candidate notification service to comply with the FCRA and like laws. The FCRA in some circumstances requires a consumer reporting agency to notify the subject of an employment-purposed consumer report with certain public record information (i.e., information “likely to have an adverse effect upon a consumer’s ability to obtain employment”) of: (1) the fact the public records are being reported to the end-user, sent at the time such public records are reported to the end-user, and (2) the end-user’s name and address. FCRA 613 (15 U.S.C. §1681k(a)(1)). Credit Reports, MVRs and any other such report that is procured and provided directly to the end-user will also prompt this consumer notification.

Pre-employ will provide these notices utilizing the company name listed on this Agreement, unless End-User indicates that the end-user name, or department name or company name (including address) required should be utilized from the information provided here:

This notification is not intended to, and does not, substitute for End-User’s independent obligations under the Laws.

- 12. FEDERAL NOTICES RECEIVED.** End-User hereby acknowledges that it has received a copy of “A Summary of Your Rights Under the Fair Credit Reporting Act”, “Notice to Users of Consumer Reports: Obligations of Users Under the FCRA, and “Remedying the Effects of Identity Theft”.

13. NO LEGAL ADVICE/COUNSEL.

- A. End-User acknowledges the importance of complying with its obligations under the Laws and agrees that it will consult with legal counsel at its own expense regarding the acquisition and use of Reports. End-User understands and acknowledges that Pre-employ.com, Inc. is not a law firm and does not provide legal advice in connection with the Services or End-User’s use of Reports. End-User understands that any communications by Pre-employ.com, Inc.’s employees or representatives regarding the Services are not to be considered or construed in any way, directly or indirectly, as legal advice. End-User shall always consult with its own counsel before deciding whether to act upon information reported by Pre-employ.com, Inc. End-User understands that sample forms or documents made available by Pre-employ.com, Inc. to End-User, including but not limited to sample disclosure notices, written authorizations, and adverse action notices, are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, End-User shall consult with its own counsel to make sure that End-User is using appropriate documents that comply with all Laws.
- B. End-User also agrees and understands that Pre-employ.com, Inc. does not provide legal advice in connection with any of the other Services that it offers, including, but not limited to, I-9 and E-Verify services. End-User accepts full responsibility for complying with any and all applicable laws and regulations and shall consult with its own counsel to ensure that it has all required processes and procedures in place.

- 14. SECURITY AND CONSUMER DATA PROTECTION.** Before ordering any reports from Pre-employ.com, End-User will establish strong access control measures: (1) to ensure the fair and equitable use of Reports; (2) to safeguard the confidentiality of information reported by Pre-employ.com, Inc.; and (3) to comply with all Laws. In addition to governmental regulations, many of the security actions are also required by data providers such as TransUnion, Equifax and Experian. Failure to agree to and/or maintain any of the following items may result in revocation of access to some or all of the Services.

Among other things, End-User shall take the following actions:

- (1) End-User shall properly restrict access to information reported by Pre-employ.com, Inc. to those with a legitimate business need to access such information, and only to the extent necessary to enable End-User to use the Reports in a manner consistent with this Agreement.
- (2) End-User shall take steps to ensure that employees authorized to order Reports do not attempt to obtain any such Reports on themselves, and also that such authorized employees only order Reports on other individuals when both consistent with this Agreement and permissible under the Laws.
- (3) End-User shall develop strong passwords (minimum length of 8 alpha and numeric characters, frequent and mandatory password changes – at least every sixty (60) days) for access to information reported by Pre-employ.com, Inc. and ensure that such passwords are not easily guessable (high risk words are not allowable). For example, End-User shall avoid using its company name or repeating numbers/letters or consecutive numbers/letters or the word “password.”
- (4) End-User shall accept and implement Pre-employ.com, Inc.’s Best Practice of 60 day Password Recycle policy. Users who do not recycle within 60 days will be automatically deactivated from the system.
- (5) Individual End User IDs and passwords must not be pre-installed, electronically “remembered,” or scripted

- (6) End-User shall ensure that user credentials (IDs and passwords) are not shared or physically accessible by others within the secure facility, and that no Peer-to-Peer file sharing will be enabled on those users' profiles. Note: Pre-employ.com, Inc. will never ask users for this information via phone or other methods.
- (7) End-User shall implement a process to terminate access rights immediately for users when those users are terminated or when they have a change in their job tasks that changes information needed to view. It is the responsibility of the End-User to maintain this process.
- (8) End-User shall implement physical and technical security controls to prevent unauthorized entry to its facility and access to systems.
- (9) End-User shall ensure electronic and hard copies of consumer authorizations and Reports are maintained and securely stored for a period of at least five years.
- (10) End-User shall maintain each written authorization obtained from an individual subject to a Report, along with the disclosures and notices provided to such individual, for a minimum of five years.
- (11) End-User shall ensure that data destruction is completed in a secure manner to make it inaccessible, unreadable, and/or unrecoverable of hard copy information and electronic information reported by Pre-employ.com, Inc. Destruction of data must be implemented in accordance with current industry best practices such as FTC and DPPA, which may include: burning, pulverizing or shredding.
- (12) End-User shall ensure that paper documents containing personally identifiable information (particularly name, date of birth, driver's license number, and SSN), if retained at individual desks/workstations, shall be destroyed or inaccessible no later than the end of each work day.
- (13) End-User shall protect the privacy of consumer information which is contained in MVRs, and access DMV records only with written consent of consumer.

15. **GENERAL INFORMATION FOR VETTING PURPOSES.** End-User understands that its business must be "vetted" by Pre-employ.com, Inc. before it will be permitted to obtain Reports from Pre-employ.com, Inc. Accordingly, End-User hereby provides the following information to facilitate such "vetting."

End-User: Please provide the following information to begin the "vetting" process. You may be asked for additional information as the process unfolds.

Type of Ownership (Partnership, Nonprofit, Corp, LLC)	
Type of Business Conducted	
Company Website Address	
Company Address (Street, City, State, Zip)	
Company Phone and Fax	
Email of Authorized Officer Signing	
Name of Authorized Officer Signing	
Title of Authorized Officer Signing	

End-User: Please attach one of the following (indicate which by checking the appropriate box):		
<input type="checkbox"/> Copy of Business License	<input type="checkbox"/> Federal ID No. form (not application)	<input type="checkbox"/> Corporation verification with State or Federal government
<input type="checkbox"/> Articles of Incorporation / Partnership	<input type="checkbox"/> Professional State Issued License	<input type="checkbox"/> State Tax ID Certificate (not application)
End-User: Please also attach one of the following (indicate which by checking the appropriate box):		
<input type="checkbox"/> Copy of Current Business Phone Bill or Utility Bill (first page only)	<input type="checkbox"/> Copy of Business Check <input type="checkbox"/> Copy of Office Lease (first page only)	<input type="checkbox"/> Copy of Principal's Photo ID / Driver's License (only if in business under 1 yr)

16. **NO WARRANTIES.**

- A. Pre-employ.com, Inc. assembles information from a variety of sources, including databases maintained by other consumer reporting agencies containing information from public records, other information repositories, governmental agencies and employees, and third-party researchers. End-User understands that these informational sources and resources are not maintained by Pre-employ.com, Inc. Therefore, Pre-employ.com, Inc. cannot be a guarantor that the information provided from these sources is absolutely accurate, current and complete. Nevertheless, Pre-employ.com, Inc. has in place procedures to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of inaccurate or incomplete information in accordance with the Laws.
- B. End-User understands that Pre-employ.com, Inc. obtains the information in its Reports from various third-party sources "AS IS" and, therefore, is providing the information to End-User "AS IS". Pre-employ.com, Inc. makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity or completeness of any information and/or Reports, that the Reports will meet End-User's needs or will be provided on an uninterrupted basis; Pre-employ.com, Inc. expressly disclaims any and all such representations and warranties.
- C. Except as provided herein or in an addendum to this Agreement, Pre-employ.com, Inc. also makes no representation or warranty, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose or implied warranties arising from the course of dealing or a course of performance, as to any other product or service that it will provide to End-User. Pre-employ.com, Inc. expressly disclaims any and all such representations and warranties.

17. GENERAL PROVISIONS.

- A. Pre-employ.com, Inc. shall not make or authorize any disclosures concerning the commercial relationship between Pre-employ.com, Inc. and End-User without End-User's prior written consent.
- B. Pre-employ.com, Inc. does not make employment decisions regarding any individuals about whom it reports information, nor does it give any input on employment qualifications for any individuals. End-User agrees and certifies that Pre-employ.com, Inc. has no input whatsoever into any of End-User's employment decisions.
- C. End-User understands that state or federal law may, under some circumstances, require Pre-employ.com, Inc. to provide a copy of the Report to the subject thereof. End-User understands and agrees that Pre-employ.com, Inc. may do so under such circumstances. In addition, End-User agrees that Pre-employ.com, Inc. may provide access to a Report to the subject thereof even where not specifically required by law.
- D. End-User understands and acknowledges that the subject of a Report is entitled to a free disclosure thereof pursuant to, among other things, the provisions of Sections 609 and 610 of the FCRA, and that End-User authorizes Pre-employ.com, Inc. to set up a consumer account for such consumers to view their completed Report ordered by End-User.
- E. Pre-employ.com, Inc. reserves the right to contact End-User or a consumer for additional information pertaining to any Report.
- F. End-User agrees to allow Pre-employ.com, Inc. to audit documents, records and information relevant to this Agreement at any time, upon reasonable notice given, and End-User agrees to promptly and meaningfully cooperate with any such audits.
- G. The headings of each section or paragraph are inserted only for convenience of reference and are in no way to be construed to be a part of this Agreement or as a limitation of the scope of the sections, paragraphs, and/or provisions to which they refer.
- H. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Each party agrees that it has had the opportunity to review and negotiate this Agreement with an attorney and neither party shall be considered the drafter of this Agreement.

- 18. EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile or email is binding upon the other party as if it were an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

- 19. SUMMARY OF DOCUMENTATION.** This Agreement may include the following as listed:

Document Reference:	Document Title:	Terms:	Active


MSA – Master Services Agreement	Master Services Agreement	General Terms and Provisions	YES – If applicable
End-User Agreement	End-User Agreement	FCRA Required Agreement between CRA and End-User	YES
Exhibit 1B	Statement of Work Fees and Pricing	Pricing Agreement	YES
Exhibit E	TALX Equifax EVS Workplace Solutions.docx	Employment Verifications required and specifically provided by third party vendor TALX/Equifax	If applicable
Addendum 2	Statement of Work No. 2	Outsourced Responses to Third-Party Employment and Income Verification Requests	If applicable
Addendum 3	Statement of Work No. 3	I-9 and/or E-Verify Services	If applicable
Addendum B	Credit Report	Credit Report Service	If applicable
Addendum C	Workers' Compensation Record Reports	Workers' Compensation Record Reports	If applicable
Addendum D	Drug Testing	Drug Testing	If applicable
Appendix A	A Summary of your rights under the Fair Credit Reporting Act	FCRA	Yes
Appendix B	Notice to Users of Consumer Reports: Obligations of Users Under the FCRA	FCRA	Yes
Appendix C	Notice to Furnishers of Information: Obligations of Furnishers Under the FCRA	FCRA	Yes


Full Force And Effect. Except as specifically set forth in this Addendum, the End-User Agreement, Master Services End-User Agreement and other addenda thereto are not modified, revoked or superseded and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below, to be effective as of the Effective Date.

(END-USER) County of Williamson
Legal Business Name

PRE-EMPLOY.COM, INC.

Signature* 
Printed DARRIN A GATTOL
Title County Judge
Date 03-04-2017

Signature 
Printed Jennifer Abbott
Title Director of Sales and Service
Date Apr 26, 2017

*The individual signing this document is either the owner of End-User or authorized by End-User to sign on behalf of the business entity. Moreover, the individual signing this document for End-User has knowledge of all facts certified herein.

Physical Address/Location of End-User Signed above

301 SE Inner Loop, Suite 108
Georgetown, TX 78626