

Wilson and Wilson Investigations, Inc.

137 Cross Center Road • Suite 212 • Denver, NC 28037-5009 • Ph. 704-483-0520 Fax. 704-483-0531

ACCOUNT SETUP AGREEMENT

CLIENT PROFILE:

Company : _____

Sole proprietorship: Partnership: Corporation: Not Profit : Other :

If Corporation, in what state? _____ Corporation # : _____

Do you have a Business License? YES: NO:

If YES, what type of License held? _____

Issuing Agency: _____ License # : _____

Company Principle: _____ Title: _____

Primary Contact: _____ Title: _____

ADDRESS:

Physical Address:

Billing Address: (if different)

_____	_____
_____	_____
_____	_____
_____	_____

Phone : _____ Fax : _____ Phone : _____ Fax : _____

ACCOUNTING:

Accounts Payable Contact : _____ Phone : _____ Ext. _____

Accounts Payable Email : _____ Fax : _____

Special Instructions : _____

1. Approximate number of applicants you anticipate to screen each month? _____

2. Our policy is to never call current employment, without your applicant saying "YES it is alright to contact my current employer" as noted on the release.

Is it agreeable to you that we call current employment if applicant said "YES?"

YES: NO:

AUTHORIZED SIGNATURE

NAME: _____ TITLE: _____ Date: _____

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CLIENT USER AGREEMENT FOR SERVICE

This Client User Agreement (“Agreement”) is made and entered into by and between Wilson and Wilson Investigations, Inc. (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents) (jointly, “WWI”) and (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents) (jointly “Client”). This Agreement shall be effective on the date of last signature below (the “Effective Date”).

1. In conformity with Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, Client hereby certifies that all of its orders for information products from WWI. shall be made, and the resulting reports shall be used, exclusively for employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission or at the written direction of the consumer to whom it relates.

2. All information requested by Client is for Client’s exclusive use. Client will take reasonable steps to ensure that all information provided by WWI; will be held in strict confidence and will be kept confidential, except to the extent that law requires disclosure to others or as specifically authorized by the consumer. Only Client’s designated representatives will request information from WWI..

3. Client and specifically those employees of client having access to applicant/employee information and consumer report/investigative consumer reports, will familiarize themselves with the Fair Credit Reporting Act (FCRA), Gramm-Leach Bliley Act (GLB Act), the Drivers Privacy Protection Act (DPPA), and other applicable federal and state law, to understand the limitations placed on the acquisition or use of consumer report/investigative consumer reports and related information. For Client’s convenience, WWI; makes available a copy of the FCRA, GLB and DPPA on its website (wwinvestigate.com). However, WWI. does not guarantee Client’s compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which Client may rely in connection with its furnishing of reports. Client understands that any documents, information, conversations or communications with any representative of WWI; regarding searches, verifications or other services offered by WWI; or use of such information by Client are not to be considered legal counsel or legal opinion. Client agrees that it will consult with its own legal or other counsel regarding the obtainment and use of background screening information, including but not limited to, the legality of using or relying on reported information. Client accepts full responsibility for complying with all applicable laws and for using the information products it receives from WWI. in a legally acceptable fashion. Client further accepts full responsibility for any and all consequences of use and/or dissemination of those products.

4. Client must protect its On-Line Retrieval Site password so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of Client’s password. Client agrees not to post the password information in any manner within its facility. Client also agrees to take reasonable measures to protect personal identification information, such as social security numbers and dates of birth. Client certifies that it will retain any information it receives from WWI; for a period of five years from the date the report was received. In compliance with the FTC’s Disposal Rule of June 1, 2005, Client will establish and abide by disposal procedures to prevent the unauthorized access to or use of information in a consumer report. Unless otherwise required by law, compliance will consist of shredding paper and/or erasing and destroying electronic files and media containing consumer report information so that the information cannot be read or reconstructed.

5. Payment must be made by Client within thirty (30) days of receipt of the billing invoice. Late payments will be assessed an interest charge of up to 2.0% per month, not to exceed the legal limits imposed by local, state, or federal law. If an account goes to collection, Client agrees to pay all costs, expenses, and fees, including reasonable attorney fees, incurred by WWI. in its collection effort.

6. WWI; agrees to undertake information requests in as expeditious a manner as its resources and commitments permit. WWI. also agrees to follow applicable local, state and federal laws, including, but not limited to the Fair Credit Reporting Act.

_____ Initial Here. _____ Date Here.

CLIENT USER AGREEMENT FOR SERVICE

8. Client understands that WWI; obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to Client "AS IS". WWI; 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 products and/or consumer reports, that the information products will meet Client's needs, or will be provided on an uninterrupted basis; WWI; expressly disclaims any and all such representations and warranties. WWI; will not be liable for any indirect, incidental, consequential, or special damages for loss of profits, whether incurred as a result of negligence or otherwise, even if WWI; has been advised of the possibility of such damages. Client agrees to indemnify and hold harmless WWI; its successors and assigns, officers, directors, employees, agents vendors, and suppliers from any and all claims, actions or liabilities arising from or relating to its unauthorized or negligent use or obtainment of information products provided by it and any breach of this Agreement. WWI nevertheless agrees to be responsible for actual damages for third party claims directly resulting from WWI sole negligence in assembling the consumer report.

9. Client certifies to WWI as follows: Prior to requesting the preparation of a consumer report/investigative consumer report for employment purposes from WWI regarding any person, Client will have (i) made a clear and conspicuous disclosure, in writing, to the person who is the subject of that request that a consumer report/investigative consumer report on that person would be obtained by Client for employment purposes, (ii) made that disclosure to that person in a written document that consisted solely of that disclosure, and (iii) obtained that person's authorization, in writing, to procure a consumer report/investigative consumer report about that person. Client further certifies that before taking any adverse action against a person based in whole or in part on any information provided by WWI in a consumer report/investigative consumer report about that person, Client will provide to that person a copy of the written report provided by WWI; along with "A Summary of Your Rights Under the Fair Credit Reporting Act," a form available through the Federal Trade Commission. Then after the appropriate waiting period, Client will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act. Finally, client certifies that information provided by WWI in a consumer report/investigative consumer report will not be used by Client in violation of any applicable Federal or State Equal Employment Opportunity law or regulation, and Client will comply with the FCRA and all other federal and applicable state and local credit reporting employment laws.

10. If the consumer makes a written request within a reasonable amount of time, Client will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) WWI contact information, including 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 latter.

11. The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

12. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to principles of conflicts of law. The parties to this agreement consent to jurisdiction and venue in a forum located in the State of North Carolina, County of Lincoln. Client agrees that any action or proceedings by Client arising out of transactions under this agreement shall be brought and conducted only in a forum located in the State of North Carolina, County of Lincoln. This agreement shall inure to the benefit of WWI and Client and shall be the obligation of their successors and assigns. Client agrees not to assign its rights or obligations under this agreement without the prior written approval of WWI. Should any part of this agreement be declared void or otherwise unenforceable by a court of competent jurisdiction, such decision shall not affect the enforceability or effect of any other provision of this agreement. The undersigned being duly authorized, hereby states that the terms and conditions set forth above are agreed to and acknowledged.

AUTHORIZED SIGNATURE

NAME: _____ TITLE: _____ Date: _____

AUTHORIZED TO REQUEST AND RECEIVE BACKGROUND REPORTS CONTACTS

Date: _____

Primary Contact: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Delivery Email: _____

Delivery Email: _____

Location: _____

Location: _____

Authorized Signature:

Authorized Signature:

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Delivery Email: _____

Delivery Email: _____

Location: _____

Location: _____

Authorized Signature:

Authorized Signature:

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Delivery Email: _____

Delivery Email: _____

Location: _____

Location: _____

Authorized Signature:

Authorized Signature:

Special Instructions: _____