This Client Employee/Agent Notification is hereby given by Client to the Employee/Agent of the Client to be used in conjunction with the Service Agreement ("Service Agreement") between Client and Halkat, Inc. dba Genesis Background Screening Services, a California Corporation ("GBSS").

## Client and employee/agent hereby agree to the following:

- 1. Recipient of this form is either an employee or agent of Client.
- 2. Employee/Agent has been informed of the Service Agreement and will assist the Client in complying with the terms of the Service Agreement.
- 3. Employee/Agent will promptly notify Client of any indication of misuse or unauthorized disclosure of confidential or restricted information by any person if at all known.
- **4.** Employee/Agent understands that there are federal and state laws and regulations regarding obtaining and using Consumer Reports, including, but not limited to the following:
  - a) Employee/Agent will seek to obtain Consumer Reports only on behalf of Client and will not attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties as an employee/agent of Client.
  - b) Employee/Agent understands that Consumer Reports obtained pursuant to this Agreement are to be used solely for Employment Purposes.
  - c) Consumer reports are not to be requested unless:
    - i. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a separate document that consists solely of the disclosure that a consumer report may be obtained for employment purposes or to obtain credit for approval of rental and/or lease of real estate.
    - ii. The consumer has authorized, in writing, the procurement of the Report.
    - iii. Information from the Consumer Report will not be used in violation of any applicable federal or state law or regulation, including laws related to equal employment opportunity.
    - iv. If the report requested is an Investigative Consumer Report, as defined by the FCRA, Employee/Agent will, within five days of a written request by the consumer, provide to the consumer a complete and accurate written disclosure regarding the nature and scope of the Investigative Consumer Report.
    - v. Employee/Agent will not seek a Consumer Report containing medical information about the consumer unless the consumer specifically consents in writing to the furnishing of the report containing medical information.
  - d) Employee/Agent understands that before Client takes adverse action regarding the consumer's current or prospective employment based, in whole or in part, upon information contained in the Consumer Report, that the Client will:
    - i. Provide the consumer with notice that it intends to take adverse action based upon the contents of the Consumer Report.
    - ii. Provide the consumer with a copy of the Consumer Report.
    - iii. Provide the consumer with a copy of the Federal Trade Commission's publication entitled: "A Summary of Your Rights Under the Fair Credit reporting Act."
    - iv. Provide the consumer with ample time to dispute any information contained in the Consumer Report prior to taking adverse action.
  - e) Employee/Agent understands that Client must also:
    - Provide to the consumer a Notice of Adverse Action including the name, address and phone number of GBSS
    - ii. Provide to the consumer a statement that GBSS did not make the decision to take the adverse action and is not able to give the consumer reasons for the adverse action.
    - iii. Provide to the consumer a notice of the individual's right to dispute the accuracy of any information contained in said report directly with GBSS
    - iv. Provide to the consumer a notice of the consumer's right to obtain an additional free copy of the Consumer Report upon request within 60 days of the Notice of Adverse Action.

- f) Employee/Agent understands that the Client will not seek or use information obtained through GBSS for any purpose prohibited by state or federal law.
- g) Employee/Agent understands that the Client will hold the information obtained through GBSS in strictest confidence, and will not disclose, sell, or disseminate such information to third parties or otherwise use such information in a manner that is inconsistent with the representations contained herein or in the Master Services Agreement.

## 5. California Requirements:

- a) If Employee/Agent requests a Consumer Report regarding a California resident, or for use within the State of California, Employee/Agent understands that the Client must comply with the following additional terms:
  - i. Information contained in any Consumer Report shall be used solely for permissible and legal business purposes.
  - ii. Unless the Consumer Report is sought based upon a suspicion of wrongdoing or based upon a good faith belief that the consumer is engaged in criminal activity likely to result in loss to Client, Client will notify the consumer in writing that an Investigative Consumer Report regarding the consumer's character, general reputation, personal characteristics, and mode of living will be made. This notification shall disclose the full nature and scope of the Consumer Report requested and shall include GBSS' name and address, and a summary of the provisions of California Civil Code Section 1786.22.
  - iii. Client certifies that if the consumer indicates on the Authorization to Conduct Background form that they would like a copy of their Consumer Report, client will forward such copy to the consumer within three (3) days.
  - iv. Client will not seek or use information prohibited by California law.
  - v. To the extent Client seeks workers' compensation records, Client will not use such information for any impermissible purpose most specifically, but not limited to, in any manner contrary to the provisions of the Americans with Disabilities Act.

## 6. E-Services:

- a) Only persons who have who have been provided with this Client Employee/Agent Notification shall have access to Client's subscriber ID Number or Username information.
- b) Employee/Agent has his or her own password.
- c) Employee/Agent will not attempt to obtain information following the termination of Employee's employment or Agent's association, or upon notice by Client or GBSS that Employee/Agent is no longer authorized to obtain Consumer Reports on behalf of Client.

Client: Please provide this notification to any Employee's/Agents who will be accessing the Genesis platform. We recommend that you retain a copy of this form in your Employee's/Agent's file.