

This Service Agreement ("Agreement") is entered into by and between Halkat, Inc. dba Genesis Background Screening Services, a California corporation (GBSS), and [Client.Company].

Whereas, GBSS obtains consumer information from credit reporting consumer agencies, public records, investigations and databases; **Whereas**, Client has need for consumer information to evaluate individuals ("consumers") for employment, or retention as an employee, and wishes GBSS to compile Consumer Reports ("Reports"); and **Whereas**, GBSS agrees to supply such reports under the terms and conditions herein; and **Whereas**, GBSS and Client agree to comply with applicable state and federal laws for use of consumer information for employment purposes, including the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §1681 et seq. Therefore, parties agree to the following:

1. Services Provided: GBSS will provide reports to Client for permissible and legal purposes only. Upon authorization from Consumer, GBSS will provide reports and services as outlined in the Proposal for Services dated [Sender.Date]. Client agrees to order and retrieve reports from the Genesis 24/7 platform. Should Client require special reports other than described in the original proposal, additional programming costs may apply.☒

2. Confidentiality: GBSS will use best efforts in maintaining confidentiality of all transactions. Release of information will be done in compliance with the FCRA and applicable state laws.

3. Billing: Client agrees to pay rates detailed in proposal and/or the 24/7 platform, as well as additional fees incurred for procurement of reports (if any). Fees vary and may change without notice and records providers may impose additional fees for extraordinary research. Fees are a straight pass through, no mark-up added. GBSS will make reasonable efforts to contact Client if additional fees are required to process your order. GBSS does not guarantee this will always be possible, and cannot make guarantees to the amount or frequency of additional fees. Invoices are generated as orders are placed and are considered the point of sale, though additional fees may be invoiced separately. Should GBSS be able to cancel an order, it may result in a credit less a service charge. Invoices are e-mailed weekly. Client is responsible for correctness of information at point of order entry, additional admin steps and/or expenses will be incurred by GBSS should Client order entry need correction, and may result in additional billing. Interest of 1.5% will be added to unpaid balances past thirty one days, and each 30 days thereafter. Client agrees that if formal collection efforts are required by GBSS to collect unpaid balances, Client will pay reasonable attorney fees and court costs associated with collection efforts.☒

4. Term: This Agreement shall be in effect for twelve (12) months from signing date and shall automatically renew annually each twelve (12) months thereafter for an additional twelve (12) month period, unless otherwise provided for in Paragraph 5 of this Agreement. Client will be provided 30 day notice of price changes, with the exception of court fees or state DMV fees as they are subject to change without notification.

5. Termination: Either party may cancel this Agreement immediately for material violation of the terms of this Agreement upon written notice to the other party. Agreement may be cancelled without cause by providing the other party ten (10) days written notice of intent to terminate. Client agrees to pay for all reports and services procured prior to termination. GBSS may terminate Agreement immediately for misuse of reports or information provided to Client by GBSS or any material violation of any law by Client in use of reports or information.☒

6. Cancellation: Should Client require cancellation of Report after ordering, but before receiving, Client agrees to pay for all services in process up to time of cancellation. Should a Drug Screening order be cancelled or allowed to expire, there will be a fee assessed upon the order.☒

7. Warranty: GBSS agrees to act in good faith furnishing Client with information that is deemed reliable. Reports provided by GBSS are obtained from private, personal and governmental sources that can be fallible, GBSS reports what it gathers, consolidates and stores. This information is reported from verification sources and GBSS cannot guarantee the truthfulness, accuracy, timeliness or completeness of information reported by these sources. GBSS does not guarantee that all information sought by Client can be obtained. Client agrees GBSS' sole obligation and Client's exclusive remedy for non-conformity in services shall be, at GBSS determination, re-performance of alleged nonconforming activity or refunding to Client the amounts paid for alleged nonconforming activity. Client agrees that GBSS shall not be liable to Client for lost profits, business goodwill or other direct or indirect damages arising out of the performance of services under this Agreement, except for willful misconduct or gross negligence by GBSS. Client releases GBSS, its officers, agents, employees from any liability, cost, or expense suffered by Client, directly or indirectly as a result of their actions based upon reports provided by GBSS. Client understands GBSS is not acting as legal counsel. All areas of concern should be reviewed by Client's Human Resources Department and/or legal counsel before action is taken.

8. Indemnification: Client agrees that it shall be responsible for all actions, employment or otherwise, taken based upon reports or services provided by GBSS. Client is solely responsible for conduct and actions of its employees and agrees that GBSS has no liability to Client's applicants, employees, customers or vendors based upon services provided, except in cases of willful misconduct or gross negligence by GBSS. Client agrees that it shall defend, indemnify and hold harmless GBSS from all claims, demands, liability, causes of actions, judgments, costs and attorney's fees arising out of Client's use of GBSS reports, information or services, except in cases of willful misconduct or gross negligence by GBSS. Client agrees it is responsible for compliance with FCRA, Americans with Disabilities Act, Drivers Protection Act, and all other applicable state and federal laws.☒

9. Duties of GBSS: GBSS agrees that:☒a)It will, to the best of its ability, supply accurate information in a timely manner. ☒b)It will only provide such information as Client is entitled to receive under federal and state laws and regulations. ☒c)It will, to the best of its ability, comply with all federal and state laws and regulations regarding the provision of Consumer Reports, including the provision

of notices required by such laws. ☒d) It will maintain strict procedures designed to insure that whenever public information which is likely to have an adverse effect on a consumer's ability to obtain employment is reported as complete and up to date as possible. ☒e) It will maintain a record of the purpose for which any Consumer Report is sought. ☒f) It will retain the Consumer Report for three years from the date the report is provided to the Client. ☒g) It will provide at least 7 years history of criminal convictions which are discovered and reportable and which comply with all federal and state laws and regulations. Some states and some convictions may be reportable for a period greater than 7 years. Client understands that reporting laws pertaining to periods past 7 years vary from county to county and state to state and with the type of conviction. Client understands Genesis will in all cases use its best understanding and interruption of reporting laws when providing conviction reports.

10. Arbitration: With the exception of collection efforts subject to Paragraph 3 of this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be resolved through direct conciliation efforts or voluntary mediation lasting not more than one (1) day in length, and which exceeds the jurisdiction limits of small claims court, shall be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). If the parties are unable to agree upon a neutral arbitrator, GBSS shall obtain a list of arbitrators from AAA, and the parties will take turns striking names from the list, with Client striking the first name. ☒Any request for arbitration must be made, in writing, and conveyed to the other party within one year from the date on which the services in question were provided. This limitations period applies separately to each claim, which either party may bring, and is not subject to tolling or exceptions, equitable or otherwise. The parties agree that the arbitrator shall be bound by all applicable laws and shall have jurisdiction to award all relief available in law or equity that are requested by the parties and supported by credible, relevant and admissible evidence. The arbitrator shall be required to prepare a written decision, which may be reviewed by a court of competent jurisdiction for an abuse of discretion. The parties shall each bear their respective costs for legal representation at any such arbitration. ☒Each party shall have the opportunity to conduct such discovery as is necessary to properly prepare their case for arbitration. Discovery shall initially be limited to the following: each party may take no more than two depositions, lasting no more than one day each; each party may propound no more than a single set of form interrogatories as approved by the Judicial Counsel; thirty five special interrogatories; thirty-five requests for admission (except regarding the authenticity of documents); and thirty-five requests for production of documents. The Arbitrator shall have the power to permit additional discovery upon a showing of good cause by the party seeking such additional discovery. ☒Client agrees that only an arbitrator, not a judge or jury will decide the dispute. Any dispute raised by Client shall be decided individually. Client shall not bring or participate in any representative or class action against GBSS. Should a court of competent jurisdiction deem any claim to be beyond the scope of this arbitration provision, that claim may be severed and all remaining claims shall be subject to this Agreement. Said arbitration shall take place in San Diego County, California, unless another location is mutually agreed upon by the parties.

11. Entire Agreement: The parties hereto agree that this Agreement, and all attachments and appendices hereto, constitute the entire Agreement of the parties regarding the subjects contained herein and supersedes any prior agreements, whether written or oral. This Agreement may only be amended by a written agreement, signed by both parties. ☒

12. Governing Law: This Agreement shall be governed by the laws of the State of California, including all choice of law rules. ☒

13. Severability: The unenforceability, invalidity or illegality of any provision hereof shall not render the other provisions unenforceable, invalid, or illegal, and such illegal, invalid or unenforceable provision shall be deemed severed here from and of no effect. ☒

14. Interpretation: This Amended Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either of the Parties. ☒

15. Successors: This Agreement shall insure to the benefit of and bind the heirs, personal representatives, successor, and assigns of the parties. ☒

16. Section Headings: The various Section headings are intended only for convenience of reference and shall not affect the meaning or interpretation of this Agreement or any Section thereof. ☒

17. No Waiver By Failure To Enforce: Waiver of any term or provision of this Agreement or forbearance to enforce any term or provision by either party shall not constitute a waiver as to any subsequent breach or failure of the same term or provision or a waiver of any other term or provision of this Agreement.

I have read, understand and agree to the terms and conditions of this Agreement and I attest that I have direct knowledge of the facts certified in this Agreement