

Required Terms for Agreement Between Reseller and End User for Consumer Reports for Employment Purposes

If TransUnion information will be used in connection with employment purposes, only services developed for such use (e.g. TransUnion's EMPLOYMENT CREDIT REPORT Report) may be used. Reseller's agreement with its End User must contain the following language:

1. End User is a _____ and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
2. End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
3. End User certifies that it will not request a Consumer Report for Employment Purposes unless:
 - a. A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes;
 - b. The consumer has authorized in writing the procurement of the report; and
 - c. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
4. End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:
 - a. A copy of the Consumer Report for Employment Purposes; and
 - b. A copy of the consumer's rights, in the format approved by the Federal Trade Commission.
5. End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.
6. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
7. With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects

End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

NOTE: The Consumer Report for Employment Purposes *may* contain account numbers for individual tradelines, which are only to be used for matching and merging combined files by the Reseller when creating Merged Reports. These account numbers are not to be passed on to an End User under any circumstance.

Reseller:

Bemrose Consulting, Inc.
12655 SW Center St., Suite 540
Beaverton, OR 97005

Name _____

Printed Name _____

Title _____

End User:

Name _____

Printed Name _____

Title _____