

RISK ASSESSMENT GROUP SUBSCRIBER AGREEMENT

This SUBSCRIBER AGREEMENT (hereinafter "Agreement") is between Risk Assessment Group, Inc. ("Risk Assessment Group") and _____ (the "Member"). Risk Assessment Group and the Member shall hereinafter be referred to collectively as the Parties. The Parties are entering into this Agreement to formalize and memorialize their arrangement.

Now, therefore, the parties hereto agree as follows:

1. **ENGAGEMENT OF RISK ASSESSMENT GROUP.** The Member agrees to engage Risk Assessment Group, and Risk Assessment Group agrees to provide services to the Member, in the capacity as an independent contractor, upon the terms and conditions set forth in this Agreement.

2. **TERM.** This Agreement shall continue indefinitely until terminated as provided for in this Agreement.

a. **Termination.** Either party may terminate this Agreement with thirty (30) days written notice to the other party. Risk Assessment Group may terminate this Agreement effective immediately without thirty (30) days prior written notice if the Member defaults on payments to Risk Assessment Group for services rendered or otherwise breaches any portion of this Agreement as determined by Risk Assessment Group.

b. **Suspension of Services.** Risk Assessment Group reserves the right to suspend the performance of services for late payments, faulty payments, exceeding credit limits, and any other reasons deemed appropriate or necessary by Risk Assessment Group.

3. **SCOPE OF SERVICES.** Risk Assessment Group is in the business of providing a full range of comprehensive, Fair Credit Reporting Act compliant, pre-employment background screening services. Risk Assessment Group is also a federally approved Designated Agent of the Department of Homeland Security and Social Security Administration. As a Designated Agent, Risk Assessment Group serves as a liaison between E-Verify and employers wishing to participate in E-Verify but choosing to outsource submission of employment eligibility verification queries for newly hired employees.

4. **INTELLECTUAL PROPERTY.** For the avoidance of doubt, Risk Assessment Group retains all rights, title and interest in any unpatented processes, trade secrets, know-how, confidential information, data, documentation, and technology or other intellectual property relating to the services performed hereunder.

5. **COMPENSATION.** In consideration for performance of the contracting services provided under this Agreement, the Member agrees to compensate Risk Assessment Group at a rate of _____. The Member shall pay Risk Assessment Group for all services requested even if certain reports result in no pertinent information. Risk Assessment Group shall provide the Member an invoice for payment after providing the services contemplated in this Agreement and will submit such invoices on a monthly basis. Payments are

due upon receipt of invoice.

6. USE OF DATA. Risk Assessment Group and the Member agree to use information supplied by Risk Assessment Group only for legitimate needs and to keep such information confidential. The information may not be used for purposes prohibited by any local, state, or federal law or regulation. The Member's violation of any local, state, or federal law or regulation governing the use of the type of information provided by Risk Assessment Group will result in the immediate termination of this Agreement.

7. COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT. Risk Assessment Group is a third party reseller of consumer reports and investigative consumer reports that are subject to the Fair Credit Reporting Act, codified at 15 U.S.C. §§ 1681 *et seq.*, Risk Assessment Group will provide, and the Member agrees to use, all consumer reports and/or investigative consumer reports only in a manner consistent with the provisions and intent of the Fair Credit Reporting Act and any applicable revisions, redesignations, and/or amendments thereof. The Member understands and agrees that the Fair Credit Reporting Act requires that certain procedures be completed before the Member can procure or cause to be procured any consumer report and/or investigative report through Risk Assessment Group. The Member understands, agrees, and certifies that prior to procuring or causing to be procured any consumer report or investigative report through Risk Assessment Group, it will comply with all legal requirements, including that it has: (i) provided a separate, written disclosure to the investigated consumer that a consumer report and/or investigative report may be requested for employment purposes; (ii) obtained written authorization from the investigated consumer to the procurement of a consumer report and/or investigative report; and (iii) warranted that the consumer report and/or investigative report will remain confidential and not be used in any unlawful manner. The Member further understands, agrees, and certifies that within three (3) days after first requesting the investigation, the Member shall mail or otherwise deliver to the investigated consumer a disclosure that a consumer report and/or an investigative consumer report may be made, that the investigated consumer may request additional information about the nature and scope of the investigation, and that the investigated consumer may request a summary of rights under the Fair Credit Reporting Act. If the Member intends on taking adverse action in whole or in part based on the consumer report and/or investigative consumer report, the Member further understands, agrees, and certifies that it will comply with all legal requirements, including that it will provide the investigated consumer with a copy of the consumer report and/or investigative consumer report issued by Risk Assessment Group and a summary of rights under the Fair Credit Reporting Act as prescribed by the Federal Trade Commission before the adverse action is implemented, with an appropriate amount of time thereafter permitted for the investigated consumer to raise any dispute as to the report's accuracy before implementation of the adverse action. The Member shall provide oral, written, or electronic notice to the investigated consumer of the adverse action that was based in whole or in part on Risk Assessment Group's report, including information about the Risk Assessment Group, the investigated consumer's right to obtain another copy of the report, and a description of rights to dispute the report.

8. E-VERIFY. The Parties recognize that Arizona law currently requires all employers to use the federal E-Verify System as part of the Legal Arizona Workers Act ("LAWA"); codified at A.R.S. §§ 23-211 *et seq.* to verify the work authorization of newly hired employees. Member understands that Risk Assessment Group is a Designated Agent authorized

by the Department of Homeland Security and Social Security Administration to submit employment eligibility verification queries on behalf of employers who have newly hired employees and, as such, has contractual obligations under the Memorandum of Understanding. Provided that the Member has requested this service from Risk Assessment Group, Risk Assessment Group, in accordance with the Memorandum of Understanding, will submit the Member s' newly hired employees into E-Verify and will promptly communicate with the Member the results of the query, including any tentative non-confirmation issues. The Member agrees that it will fully cooperate with Risk Assessment Group in fulfilling the contractual obligations under the Memorandum of Understanding, including but not limited to, promptly notify Risk Assessment Group before the new hire s' start date of employment or on the start date of employment. The Member further agrees to display the required notice to applicants regarding E-Verify and to promptly communicate any non-confirmation issues to employees. The Member s' failure to cooperate with Risk Assessment Group will result in termination of this Agreement.

9. PROFESSIONAL RESPONSIBILITY. The conduct and control of work under this Agreement lies solely with Risk Assessment Group, and the Member is interested only in the final results to be achieved. In performance of services hereunder, Risk Assessment Group shall determine the necessary hours of work and shall provide whatever tools, equipment, vehicles, and supplies Risk Assessment Group may determine to be necessary. Risk Assessment Group may establish offices in such locations within or outside Arizona, as Risk Assessment Group may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Risk Assessment Group. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Risk Assessment Group in accordance with Risk Assessment Group s' independent and professional judgment. Risk Assessment Group shall provide the services hereunder within the highest standards of its profession. During the term of this Agreement, Risk Assessment Group shall maintain all applicable licenses/certifications necessary to perform the services hereunder and shall immediately notify the Member of any change in any license/certification.

10. RESPONSIBILITY OF USAGE. The Member understands and agrees that Risk Assessment Group has no ability to control or otherwise maintain the Member s' software, passwords, or order forms after Risk Assessment Group has issued them, except as to deny their use through suspension of access or through the Member s' breach of this Agreement. Any unauthorized use of the Member s' system is the full responsibility of the Member and will be charged accordingly. The Member understands that it is the Member s' responsibility and obligation to protect these items from theft, unauthorized use, dissemination, or otherwise. The Member shall notify Risk Assessment Group in the event the Member reasonably suspects or knows of any unauthorized or inappropriate use of the software, password, or system.

11. INDEMNIFICATION AND HOLD HARMLESS. The Member shall defend, indemnify, and hold Risk Assessment Group harmless for any acts or decisions made in good faith while performing the duties and responsibilities hereunder. The Member shall also defend, indemnify, and hold Risk Assessment Group harmless for any and all claims made by a third party regarding the misuse of information provided by Risk Assessment Group under this Agreement. The Member will pay all expenses, including attorneys' fees and costs, actually and

necessarily incurred by Risk Assessment Group, in connection with the defense of any claim, suit, investigation, or proceeding and in connection with any appeal thereof, including the cost of court settlements that may be covered in this indemnification and hold harmless provision. The Member shall also defend, indemnify, and hold Risk Assessment Group harmless against all claims or liability or responsibility for the payment (or non-payment) of any and all federal, state, and local taxes that may be due and owing for the payments made pursuant to this Agreement.

12. INDEPENDENT CONTRACTOR STATUS. For all purposes under the terms of this Agreement, Risk Assessment Group shall be an independent contractor, and not an employee of the Member. Risk Assessment Group shall have no entitlement to any employee benefits, including but not limited to worker s'compensation coverage, participation in any other plans, arrangements or distributions by the Member pertaining to, or in connection with, any health or life insurance, pension, stock, bonus, profit-sharing, or similar benefits the Member regularly affords to its employees. Risk Assessment Group is responsible for paying all federal, state, and local taxes associated with the compensation Risk Assessment Group receives hereunder from the Member and Risk Assessment Group expressly waives any and all claims for unemployment benefits and/or workers' compensation benefits. The Member shall be permitted to retain other consultants performing the same or similar tasks, and Risk Assessment Group shall be permitted to provide services to other parties, consistent with Risk Assessment Group s' obligation to complete the services undertaken pursuant to the terms of this Agreement.

13. NONASSIGNMENT. The Member shall not assign the rights, nor delegate the duties or otherwise dispose of any right, title or interest in all or any part of this Agreement, or assign any monies due or to become due to Risk Assessment Group without prior written consent of Risk Assessment Group. This Agreement may be assigned in whole or in part by Risk Assessment Group.

14. WAIVER. No term of this Agreement may be waived except by a writing signed by the party waiving the benefit of such term. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. NOTICE. Whenever any notice is required hereunder, it shall be given in writing addressed as follows:

To Risk Assessment Group: Brad Brigham
Risk Assessment Group
P.O. Box 27443
Tempe, AZ 85285-7443

To the Member:

Notice shall be deemed given and effective three days after the deposit in the U.S. mail of

a writing addressed as above and sent first class mail, certified, return receipt requested, or, if sent by express delivery, hand delivery, or facsimile, when actually received. Either party may change the address for notice by notifying the other party of such change in accordance with this Section 15.

16. COMPLETE AGREEMENT; AMENDMENT. This Agreement is the final, complete, and exclusive statement and expression of the agreement between Risk Assessment Group and the Member with respect to the subject matter hereof, and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous oral or written agreements. This Agreement may not be modified, altered, changed, or in any way amended except by a further writing, executed by a duly authorized officer of Risk Assessment Group and the Member. This Agreement has been negotiated at arm's length and neither party has executed this Agreement under any physical, economic, psychological or other type of threat, coercion, undue influence, compulsion, or duress. The parties hereto represent and warrant that this Agreement accurately describes the entire mutual understanding and agreement of the parties with regard to all matters herein. This Agreement supersedes all prior understandings and agreements between the parties.

17. SEVERABILITY; HEADINGS. If one or more of the provisions, or any portion of any provision, in this Agreement is/are deemed void or is/are by law unenforceable or become unenforceable, the parties to this Agreement agree that those portions of the Agreement may be severed. The parties further agree that all other provisions not deemed void or unenforceable will continue in full force and effect. The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of the Agreement or of any part hereof.

18. ARBITRATION. Any controversy or claim arising out of, or relating to this Agreement, or breach thereof, including questions concerning the scope and applicability of this Section, shall be finally settled by arbitration held in Phoenix, Arizona, in accordance with the rules of the American Arbitration Association. A party claiming the existence of a controversy, claim or dispute between the Parties shall notify the other, stating the claim with specificity no later than sixty (60) days from the date of the party's first knowledge of the existence of such controversy, claim or dispute, and any matter not timely raised pursuant to this Paragraph shall be waived. The arbitrators shall not have the authority to add to, detract from, or modify any provision hereof nor to award punitive or other damages not measured by the prevailing party's actual damages. A decision by a majority of the arbitration panel (or by the sole arbitrator, if applicable) shall be final and binding and there shall be no appeal other than as provided in the Uniform Arbitration Act. All costs and expenses of arbitration, including attorneys' fees, shall be allocated among the parties according to the arbitration panel's discretion. Finally, any judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed, construed and considered to be an original, but all of which shall constitute one and the same instrument.

20. GOVERNING LAW. This Agreement shall in all respects be construed according to the laws of Arizona, both statutory and decisional, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written below.

MEMBER:_____

By: _____
Title: _____ Date _____

RISK ASSESSMENT GROUP, INC.

By: _____
Title: _____ Date _____

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