

SURE HIRE

DBA of Landata Research, Inc.

CONSUMER/COMPANY AGREEMENT

This agreement by and between Sure Hire and the below mentioned consumer/entities (USER) and/or designated agent(s) consists of the following understandings conditions:

USER INFORMATION

Billing Address – Invoices are to be sent here:

Report Mailing Address – If different from billing address

Business Name _____

Business Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Phone _____

Phone _____

Fax _____

Fax _____

E-mail _____

E-mail _____

Contact Name(s) _____

Contact Name(s) _____

Sure Hire certifies that the information provided (Consumer Report) will be in accordance with Fair Credit Reporting Act, Public Law 91-508 as amended from time to time ("The Act"). USER agrees to abide by the provisions of the Act and understands that the information received is a "Consumer Report from a Consumer Reporting Agency" within the meaning of the Act.

USER acknowledges that all fees charged are for services rendered by Sure Hire, on USER's behalf, and are in addition to any city, county and/or state access or registry fee, or taxes which may be incurred in performance of Sure Hire services. Such charges shall be billed to and paid for by USER.

Sure Hire shall review the accuracy, completeness and truthfulness of material included in applications for employment given to USER by prospective or current employees of USER. Sure Hire shall direct the Consumer Report to USER for use in employment screening procedures.

All information will be submitted to Sure Hire and returned to USER subject to the following conditions:

1. The application information shall be submitted by telephone facsimile, computer modem, mail or courier. No minimum number of application submissions for volume usage of Sure Hire services is required. The cost of such services shall be those set out for each service request in Sure Hire's price list and such charges may be adjusted by Sure Hire from time to time, by notification to USER. The USER will be billed monthly for the Sure Hire services used. USER agrees to pay each billing within 10 days of receipt of same. Billing remaining unpaid for over 60 days will accrue interest at the rate of 18.9%, or at the highest rate allowed by law.
2. All reports, whether oral or written, will be kept strictly confidential by Sure Hire. USER becomes the owner of all Sure Hire's reports submitted to USER and may use, file or dispose of them in any manner, not in violation of applicable laws. USER will not resell any reports provided by Sure Hire. Except as required by law, no information from such Consumer Reports will be revealed by Sure Hire to any person except those designated by USER. Requests for Consumer Report information from persons other than USER will be referred to Sure Hire for disclosure as provided under the Act or other applicable laws.
3. USER shall hold Sure Hire, its affiliated companies and their officers, agents, employees, and independent contractors harmless and protect and defend same from any and all expense or damage resulting from the publishing, disposal, dissemination,

distribution or inaccuracy of information submitted by USER, its employees or agents concerning the information appearing in the Consumer Report which is in violation of the Act, the conditions of its agreement, or any other law or regulation.

4. USER acknowledges and agrees the information supplied by Sure Hire. is acquired by and through fallible human resources and Sure Hire is not an insurer nor guarantor of the accuracy of the information. Sure Hire shall use its best efforts in performing the services contracted for and report the results to USER in a prompt and timely manner. Any Sure Hire Consumer Report, which is subsequently found to be in error because of acts of Sure Hire, shall not be paid by USER.
5. In the performance of the services contracted for, Sure Hire shall be considered solely as an independent contractor, and nothing herein shall be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture between Sure Hire and USER. , Sure Hire may or may not be sole supplier of these services at User's discretion. Except provided herein, Sure Hire shall have no right or authority to act for USER, and shall not attempt to enter into any contract, commitment, or agreement, or incur any debt or liability, of any nature, in the name of or in behalf of USER.
6. Sure Hire is a Consumer Reporting Agency (CRA) as described in the fair Credit Reporting Act, as amended. Sure Hire agrees to perform all of its functions as a "CRA" under THE ACT. USER understands and agrees to perform all of the steps required of an employer under THE ACT.
7. USER acknowledges and agrees to perform all the steps required of an employer under The Act, including, but not limited to:
 - 1) DISCLOSURE to the background-screening subject, in writing, that a background screen report may or will be ordered by the employer.
 - 2) ACQUISITION OF SEPARATE RELEASE from the subject of the background screen, which authorizes the check.
 - 3) NOTIFICATION of the subject if he or she is not hired due to the information in the background screen report which includes providing the subject a copy of the said report and a summary of the subject's rights under The Act.
 - 4) CERTIFICATION to SURE HIRE that the background screens are used for employment purposes and that USER is in compliance with all required procedures.
8. It shall be the responsibility of the USER to acquire in advance, and maintain, all legally required permissions and waivers from employees, or prospective employees, who are the subjects of applications submitted to Sure Hire for verification and research. All services rendered by Sure Hire are provided in reliance thereon and USER hereby agrees to protect, defend and hold Sure Hire harmless in the event of violation of law or governmental regulation.
9. USER explicitly agrees that any data (including Motor Vehicle Driving Reports) acquired from Sure Hire is not for purposes of credit repair, investigative activity, legal services, or resale. All information gathered for client by SURE HIRE is acquired only with the permission of the individual who is the subject of the research. Sure Hire relies solely upon the USER to acquire such permission to maintain subject's permission for a minimum of 25 months and USER shall hold Sure Hire harmless to the extent of such conditions.
10. These terms constitute all conditions of Research reporting, present and future, and apply to all reports made by Sure Hire, and by its affiliated companies, to USER. No changes in these conditions shall be made except by agreement in writing by the parties.
11. A non-refundable setup fee of \$150 is required to establish an account with Sure Hire.

USER
Accepted by USER this _____ day of _____, 20____

CREDIT CARD TYPE (VISA, MC,AMEX)
NAME ON CARD

Customer/Company Name

by _____
Signature

Expiration Date: _____

Landata Research, Inc. DBA **SURE HIRE**
A DTK, Inc. Family Company

SALES REPRESENTATIVE:

Accepted by Sure Hire this _____ day of _____, 20____

by _____