



Compliance Certification

Any company or individual ("Client") intending to order a consumer report through The Peeler Group, A/K/A Employer's Source ("TPG") shall first certify to TPG that all orders shall be made in strict compliance with the Fair Credit Reporting Act (FCRA), the Driver Privacy Protection Act (DPPA) and any and all other applicable federal or state laws.

I. COMPLIANCE WITH THE FAIR CREDIT REPORT ACT

1. Client hereby certifies that no report shall be ordered except in connection with the following Permissible Purpose:

_____ for employment purposes, including hiring and promotion decisions, where the
Initial consumer has given written permission. *Sections 604(a)(3)(B) and 604(b) of the Fair Credit Reporting Act.*

2. Client hereby certifies that no request shall be made of TPG to report or search for consumer information which antedates the date of request by more than seven years (ten years for bankruptcy searches), except as specifically exempt in *Section 605 (b) of the Fair Credit Reporting Act.*
3. If consumer report information is used for employment purposes, and Client is the end user of the report, Client further certifies pursuant to Section 604(b) that:
 - a. Client has made to the consumer a clear and conspicuous disclosure in writing (unless the consumer applies for employment by mail, telephone, or computer, in which case the disclosure may be made by oral, written, or electronic means) that a consumer report may be obtained.
 - b. Client has obtained prior written authorization (unless the consumer applies for employment by mail, telephone, or computer, in which case the authorization may be made by oral, written, or electronic means) from the consumer.
 - c. If adverse action is taken against the Consumer a copy of the report and a Summary of Consumer's Rights will be provided by Client to the consumer prior to such adverse action being taken.
 - d. The information obtained will not be used in violation of any federal or state equal opportunity law or regulation.

TPG certifies that it has made available to Client a Summary of Consumer's Rights either attached to the consumer report or centrally accessible on the internet at www.employers-source.com or at www.ftc.gov/os/statutes/2summary.htm.

4. The Client hereby certifies that any consumer report provided under this agreement will not be resold. Client under separate agreement signed by both parties and pursuant to *Section 607(e) of the Fair Credit Reporting Act* sell consumer reports provided by TPG.

II. COMPLIANCE WITH THE DRIVER PRIVACY PROTECTION ACT (DPPA)

1. If Client orders Motor Vehicle Records (MVR's) from TPG, client hereby certifies that each order is made in strict compliance with the DPPA as well as the laws of the state issuing the MVR.
2. Client certifies that prior to placing such order, it has certified the end-user of the MVR it is the end-user itself, and that the end-user has a permissible purpose.
 - a. The Client hereby certifies that any MVR requested by the client and provided by TPG under this agreement will not be resold. Client under separate agreement signed by both parties and pursuant to the DPPA may obtain MVR's for a third party.
3. Client further certifies to TPG that it will not transmit any data contained in the MVR via the internet or email, if the MVR report is from a state prohibiting such transmission.

Client hereby certifies that no report shall be ordered from The Peeler Group A/K/A the Employer's Source except in strict compliance with the Fair Credit Reporting Act, the Driver Privacy Protection Act and any and all other applicable federal or state laws and in accordance to this Compliance Certification.

Authorized Client Signature

Printed Name

Title

Company

Federal Tax Identification Number

Date