



MOTOR VEHICLE REPORTS "END USER" ADDENDUM I

In addition to those covenants contained in the existing Service Agreement and Addenda thereto between the Merchants Association of Florida, Inc. doing business through its Merchants Security Exchange program as MAF Background Screening, (hereinafter "MAF") and the Applicant whose name and address appear below (hereinafter "Applicant"), the Applicant and MAF agree to the following as of the date on which the last of MAF or Applicant shall sign this Addendum (hereinafter the "Effective Date").

MAF provides information products and services to employers and prospective employers for the screening of employees and prospective employees. Pursuant to the Driver Privacy Protection Act, 18 USC 2721 et seq., (hereinafter the "DPPA"), personal information on individuals may be obtained from state motor vehicle records (including driver, vehicle, title and registration histories) and used only for those permissible uses set forth in the DPPA. The DPPA provides that such personal information may be disclosed by a state department of motor vehicles "for use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains." Applicant in its employee screening process will from time to time seek for only its use certain personal information on an employee or prospective employee from state motor vehicle records and in such instances Applicant will procure the written consent of such employee or prospective employee to the release of such information before requesting the same. In accordance with the provisions hereinafter set forth, such information will be provided by MAF to Applicant, as the end-user of the information.

THE APPLICANT AGREES TO THE FOLLOWING:

- 1) Applicant certifies that Applicant shall at all times comply with the DPPA and all amendments or revisions thereto. Likewise, Applicant certifies that Applicant shall at all times comply with all the provisions of Public Law 91-508 and all amendments or revisions thereto (herein referred as The Fair Credit Reporting Act or FCRA), and other applicable Federal, State and local laws, statutes, ordinances, rules and regulations including those which govern and regulate the dissemination of consumer credit information and motor vehicle records. Applicant shall request information only for Applicant's exclusive use and Applicant hereby certifies that information requests will be made only for employment purposes. Prior to requesting a motor vehicle record on an individual (hereinafter "MVR") or upon the request of MAF, Applicant shall execute any and all forms which may be required by a state or local governmental authority as a prerequisite to that authority's release of an MVR on an employee or prospective employee of the Applicant.
- 2) Applicant hereby certifies that each time a request for personal information on an individual (hereinafter the consumer") contained in an MVR is made of MAF for employment purposes, Applicant will comply with the DPPA and FCRA, namely: (1) the consumer has been given a clear and conspicuous written notice, in advance (in a document that consists solely of the disclosure), that a MVR may be requested for employment purposes; (2) the consumer has authorized the Applicant, in writing, to procure the MVR; (3) the information in the MVR will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; and (4) before taking adverse action, in whole or in part on the MVR and/or consumer report, Applicant will provide the consumer a copy of the MVR and a description of the consumer's rights under the FCRA.
- 3) Applicant shall not under the provisions of this service agreement purchase MVRs as a broker or reseller of such reports nor shall Applicant in any manner, sell, distribute, publish or disclose, in whole or in part, information in such reports to any person or entity other than the consumer. For a period of five (5) years, Applicant shall retain all information related to each request for an MVR on a consumer including, but not limited to, identifying information on the consumer, proof of Applicant's permissible purpose to obtain the MVR, the MVR itself, and a record of any action taken by Applicant because of the MVR. Such documentation shall be made available to MAF for inspection at such times and places as MAF may reasonably request.
- 4) Applicant shall hold in strict confidence all MVR information received from MAF, whether written, printed, oral or automated (same being for the exclusive use of Applicant) and not alter (i.e., change, amend or delete) the same and if the disclosure of such information to a third party on a consumer or alteration of the same results in any claims or litigation, or if the Applicant's violation of the DPPA and/or the Fair Credit Reporting Act or any similar local, state or federal law results in any claims or litigation, Applicant agrees to indemnify and hold MAF, MAF's officers, agents, employees and independent contractors harmless against any liability, damages, cost or expense including reasonable attorney's fees, resulting therefrom. MAF shall not be liable in any manner whatsoever for any loss or injury to Applicant resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information, such information being based, however, upon reports obtained from sources considered by MAF to be reliable.
- 5) Applicant understands and agrees that MAF reserves the right at anytime to refuse to deliver an MVR to Applicant if, in MAF's sole discretion, it determines that the delivery of the MVR to Applicant would violate any federal, state or local statute, law, ordinance, rule or regulation. If for any reason MAF's sources of MVRs decline to furnish MVRs to MAF for Applicant's use, MAF shall no longer be obligated to furnish MVRs to Applicant and MAF and have no liability to Applicant for the actions of such sources.
- 6) Applicant shall pay MAF a separate charge for each MVR ordered by Applicant from MAF in accordance with the prices from time to time established by MAF.
- 7) Applicant certifies that it is lawfully organized and authorized to do business in each state where it conducts business.

MAF AGREES TO THE FOLLOWING:

- 1) Subject to the terms of this Addendum, MAF will furnish to Applicant MVRs on consumers at MAF's established rates.

IT IS FURTHER MUTUALLY AGREED THAT:

- 1) MAF and the Applicant shall be liable to any third party claimant for its own breach of any duties or obligations imposed under this Addendum or its own acts of negligence with regard to the performance of its duties hereunder, and each shall indemnify and hold harmless the other for and from all such third party claims arising on account of such breaches or acts of negligence, and any cost or expense, including reasonable attorney's fees, incurred by the other in connection therewith.
- 2) Invoices for MVR reports are due and payable upon receipt at the prices established from time to time by MAF plus any applicable state and local taxes. A finance charge will be assessed at the rate of 1% per month (12% per year) on all invoiced balances unpaid for more than 30 days after invoice date.
- 3) Applicant shall be liable for all costs, including reasonable attorneys fees, collection fees and court costs incurred by the Association or its wholly owned subsidiaries in connection with the collection of any sums owed by Applicant.
- 4) This Agreement shall remain in force and effect for one year, and thereafter from year to year on the same basis as set forth herein unless written notice of cancellation shall be given by either party at least ten days prior to the end of a monthly billing period. If Applicant is delinquent in payment of charges or is in violation of the terms of any other Agreement, MAF may, at its election, immediately discontinue providing services and cancel this agreement by written notice to Applicant.
- 5) This Agreement supersedes any prior agreements or addenda executed by Applicant and MAF in connection with Applicant's purchase of MVRs from MAF and the rights and duties of the parties shall hereafter be governed by the terms and conditions of this Agreement.

Applicant:

Company Name _____
 Street Address _____
 City, State & ZIP _____

ACCEPTED BY:

MERCHANTS SECURITY EXCHANGE, INC.
 dba MAF Background Screening
 134 South Tampa Street
 Tampa, Fl. 33602

By: _____
 Printed Name of Authorized Agent
 _____ Date: ___/___/___
 Signature and Title of Authorized Agent

By: _____
 Date ___/___/___