



Completing this form in no way obligates you to utilize the services of Kress. Kress Employment Screening has no membership fees, dues or minimum usage requirements other than an inspection fee for access to credit reports. Invoices are itemized in detail with all services billed monthly on a net 30 basis. Completion of this form will enable us to setup your account and document those individuals that are authorized to request and receive this extremely confidential information.

Thank you for selecting the services of Kress Employment Screening.
When you have completed this form, please fax it to **713-880-3694** or **888-636-3694**.

CLIENT INFORMATION SHEET

Date: _____

Business Name: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Alternate Number: _____ Alternate Fax: _____

Primary Representative: _____

Additional Representative: 1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

Billing Contact: _____ Phone: _____

Email: _____

Completed Report Delivered via: (check one) Fax Email

Fax Delivery: Call Before Faxing: Yes No

Email Delivery: Address: _____ Password: _____

Will this account be servicing multiple locations? Yes No

If so, how many? _____

Will all locations have access to the completed reports? Yes No

If yes, please attach a complete list of all locations with the names of those authorized to request and receive this information.

320 Westcott @
Memorial
Suite 108
Houston, Texas 77007
PHONE: 888-636-3693
FAX: 888-636-3694



Client Service Agreement for Employment Screening Services

This Client Service Agreement (the "Agreement") is made and entered into by and between KRESS Employment Screening Incorporated (KRESS) and the undersigned Subscriber. This Agreement shall be effective at such times as KRESS has sent notification to the Subscriber, whether by email, facsimile, or otherwise, to Subscriber indicating its acceptance of the terms and conditions of this Agreement.

1. **KRESS as Agent of Subscriber:** Subscriber acknowledges that KRESS is an authorized agent of Subscriber for the purpose of investigating, researching, preparing and returning the Consumer Reports ordered by Subscriber.
2. **Services Provided:** KRESS shall provide Consumer Reports at Subscriber's request in connection with the hiring of job applicants (the "Applicant") or retention of employees (the "Employee"). Consumer Reports may include such information as employment history, consumer credit reports, motor vehicle reports, education verifications, criminal and/or civil records and other background information (Consumer Report). In the case of investigative Consumer Reports, KRESS shall also provide personal references collected and processed by KRESS through various channels of information.
3. **Advice of Legal Counsel:** Subscriber acknowledges that KRESS does not provide legal advice and will not act as legal counsel at the behest of Subscriber. KRESS advises Subscriber that it is important to work with an attorney to develop and maintain a background check and/or screening program that is in compliance with local, state and federal laws and regulations.
4. **Compliance and Applicable Laws:** Subscriber and KRESS shall comply in good faith with all applicable laws in the request, preparation, transmission, dissemination and use of Consumer Reports, including, but not limited to: The Fair Credit Report Act (FCRA) and its amendments, The Drivers Privacy Protection Act (DPPA) and its' state equivalent (where applicable), Title VII of the Civil Rights Act of Employment Opportunity Commission (EEOC) guidelines and regulations, and any other state or local laws or regulations as applicable. Subscriber also agrees that information provided by KRESS for the purposes described herein shall not be used in violation of any local, state or federal laws or regulations including Title VII of the Civil Rights Act of Employment Opportunity Commission (EEOC) guidelines and regulations.
5. **Payment Requirements/Collection:** Subscriber agrees to pay KRESS the applicable charges for the various services rendered to Subscriber as

specified in the attached proposal. Pricing is subject to change at any time with written notice. Subscriber agrees to pay all applicable charges within thirty (30) days of receipt of the information or consumer report requested. All monetary obligations to KRESS for services rendered which are past due fifteen or more days may, at the election of KRESS, bear interest at the rate of 20% per annum. In the event that legal action is necessary to obtain the payment of any monetary obligations to KRESS, the Subscriber shall be liable to KRESS for all costs and reasonable attorney's fees incurred by KRESS in the collection of such obligations.

6. Obligations of Subscriber:

- a) **Disclosure to Applicant or Employee:** Subscriber shall provide Applicant or Employee with a clear and conspicuous disclosure, in writing, that the Consumer report will be obtained for employment purposes and such disclosure shall be contained in a document containing only such disclosure. Subscriber shall provide Applicant or Employee such other disclosures as required by FCRA and other applicable state and local laws for the type of report requested, including all disclosures which are requesting that KRESS prepares that Consumer Report, and before taking any adverse action based in whole or in part upon any information contained in the Report.
- b) **Written Authorization from Applicant or Employee:** Subscriber shall obtain from the Applicant or Employee a written authorization to obtain and use the Report as required by FCRA and all other applicable State and/or local laws.
- c) **Use for Employment Purposes Only:** Subscriber shall use the Consumer Report provided by KRESS for employment purposes only and shall not use the Consumer Report in violation of any Federal or State equal employment opportunity law or regulation. Subscriber shall notify KRESS immediately of any change in purpose for which the information is used and shall not resell or provide confidential information to any third party.
- d) **Use for Permissible Purposes:** Subscriber shall be the exclusive user of the Consumer Reports and certifies that such Consumer Reports shall be used solely for the permitted purposes as proscribed by Section 604 of FCRA and all other applicable State and local laws.
- e) **Basis for Employment Decisions and Obligations after Adverse Decisions:** Subscriber shall base all employment decisions on its own policies and procedures and acknowledges and agrees that KRESS's employees are not allowed and will not render any opinions regarding the Consumer Report. Before taking any adverse action against an Applicant or Employee based in whole or in part on any information provided in the Consumer Report provided by KRESS, per FCRA guidelines, Subscriber and/or KRESS is required to provide the Applicant or Employee with a copy of their Consumer Report. Subscriber shall inform the Applicant or Employee that KRESS did not make the decision to take adverse action and cannot give specific reasons for the adverse action taken. Subscriber shall further provide a Summary of Rights under FCRA to the Applicant or Employee.

- f) **Confidentiality and Security of Information:** Subscriber acknowledges and understands its obligation to maintain the confidentiality and integrity of any information received by Subscriber. All information requested by Subscriber is for Subscriber's exclusive use and Subscriber shall take reasonable steps to ensure that all information provided by KRESS will be held in the strictest confidence, will be kept confidential and will not be disclosed or resold to any third party not involved in the employment decision for which the information is sought.
 - g) **Protection of Access Codes:** If Subscriber is issued access code(s) to be used for internet access to KRESS's services (the "Access Code"), Subscriber shall only publicize the Access Code to personnel on a need-to-know basis. Any log-on or password information provided to Subscriber in connection with the Access Code shall be provided only to an authorized account representative. Subscriber is obligated to provide a list of authorized representatives. Subscriber is likewise required to provide any changes to the list of authorized representatives.
 - h) **Protection of Reports:** Subscriber shall securely store any hard copy of a Consumer Report and protect it against release and disclosure to unauthorized personnel or third parties. In furtherance of that obligation, Subscriber shall provide a list of authorized representatives. Subscriber is likewise required to provide any changes to the list of authorized representatives.
 - i) **Record Destruction:** Subscriber shall destroy all consumer data in a confidential manner that would include burn, pulverize, or shred papers containing consumer report information, destroy or erase electronic files or media containing consumer report information so that the information cannot be read or reconstructed and/or hire a document destruction contractor to dispose of material specifically identified as consumer report information.
7. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. The Subscriber agree and consents to the exclusive jurisdiction of the court of the County of Harris, Texas for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Harris, Texas.
8. **Attorneys Fees and Costs:** In the event a dispute arises with respect to this Agreement, the party prevailing in such a dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses incurred in ascertaining such party's rights, and in preparing to enforce, or in enforcing such party's rights under this Agreement, whether or not it was necessary for such party to institute suit or submit the dispute to arbitration.
9. **Waiver:** The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition; nor shall any delay or

omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

10. **Successors:** This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
11. **Disclaimer of Warrant/Limitation of Liability:** The Consumer Report obtained by KRESS is derived from records that have been created and maintained by various government agencies, private companies and other contributors that are not under the control of KRESS. Responsibility for the accuracy of the information contained in the consumer report and these records rests solely with the contributing party. The Subscriber waives any and all claim or claims against KRESS arising out of or related to the accuracy of the Consumer Report and/or records.
12. **Term of Agreement:** The term of this Agreement shall continue in force and effect without any fixed date of termination; provided, however, that:
 - a) Either party may terminate this Agreement for any reason or no reason at all upon thirty (30) days prior written notice of termination subject to any and all obligations, responsibilities and liabilities incurred prior to termination; or
 - b) Subscriber may terminate this Agreement, without prior notice, if the other party breaches any provision of this Agreement and fails to cure such breach within ten (10) calendar days after receiving written notice thereof; or
 - c) KRESS may, with just cause, such as delinquency or violation of the terms of this Agreement or legal requirement of this Agreement or any applicable Federal, State or local law, discontinue serving Subscriber and terminate this Agreement immediately.

The Subscriber hereby has read and agreed to the terms and conditions of this Agreement.

The Subscriber has executed this Agreement on this the _____ day of _____, 20____, intending to be legally bound thereby.

The parties that have executed this Agreement on the date written above and the undersigned represents that he/she has full authority to sign this Agreement thereby binding the Party on behalf of which he/she signs to the terms of this Agreement.

Subscriber

Kress Employment Screening Inc.

Company Name: _____

Signature: _____

By: _____

Print: _____

Business Type: _____

Title: _____



APPLICATION FOR SERVICE

Business Name: _____
Alternate Name (s): _____

Federal Tax Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Web Site: _____

Email Address: _____

Is your business listed in the: Yellow Pages White Pages Neither

What is your type of business? _____

What type of product or service does this business provide? _____

Number of years in business: _____

How long at this address: _____

Does anyone reside at this address: Yes No

Are there any other businesses at this address: Yes No

If yes, name of business: _____

Prior location if moved in the last 5 years: _____

Parent Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Landlord or Mortgagor: _____

Phone Number: _____

Banking Reference: _____

Contact Name: _____ Phone Number: _____

Vendor References:

1. _____ Phone Number: _____

2. _____ Phone Number: _____

3. _____ Phone Number: _____

320 Westcott @
Memorial
Suite 108
Houston, Texas 77007
PHONE: 888-636-3693
FAX: 888-636-3694



Product Description Addendum

This Product Description Addendum (the 'Addendum') is made and entered into by and between KRESS Employment Screening Incorporated (KRESS) and the aforementioned Subscriber.

KRESS provides a series of products derived from public and non-public sources. The purpose of this Addendum is to inform the Subscriber of the source, type of source, scope of records searched, and methodology utilized to locate information within the indexes searched.

List of Services Provided

Criminal – County:

Source: County Court System
Scope: Minimum seven (7) year convictions reported
Methodology: Real-time, non-third party search using a name and other applicable identifiers as system allows or dictates.

Criminal – Federal:

Source: Federal Court System
Scope: Minimum seven (7) year convictions reported
Methodology: Real-time, non-third party search using a name and other applicable identifiers as system allows or dictates.

Criminal – Statewide:

Source: Third Party Database
Scope: Minimum seven (7) year convictions reported
Methodology: Third party search using a name and other applicable identifiers as system allows or dictates.
**State depository searches are available. Please contact KRESS for the specific costs and requirements where applicable.

Criminal – Sex Offender:

Source: Third Party Database
Scope: Minimum seven (7) year convictions reported
Methodology: Third party search using a name and other applicable identifiers as system allows or dictates.
**State depository searches are available. Please contact KRESS for the specific costs and requirements where applicable.

National Criminal Search Index (NCSI):

Source: Third Party Database
Scope: Minimum seven (7) year convictions reported
Methodology: Third party search using a name and other applicable identifiers as system allows or dictates.
**State depository searches are available. Please contact KRESS for the specific costs and requirements where applicable.

Global Watch:

Source: Third Party Database
Scope: Minimum seven (7) year convictions reported
Methodology: Third party search using a name and other applicable identifiers as system allows or dictates.

Civil – County:

Source: County Court System
Scope: Minimum seven (7) year verified case information reported precluding Family Law

Methodology: Real-time, non-third party search using a name and other applicable identifiers as system allows or dictates.

Civil – Federal:

Source: Federal Court System

Scope: Minimum seven (7) year verified case information reported

Methodology: Real-time, non-third party search using a name and other applicable identifiers as system allows or dictates.

Driving History:

Source: State Department of Motor Vehicles or Applicable Agency

Scope: Minimum three (3) years of moving violation convictions reported for standard drivers' license

Methodology: Inquiry into specific motor vehicle agency records

OIG/GSA Exclusion Search:

Source: Office of Inspector General/General Services Administration List

Scope: Any listing will be reported

Methodology: Real-time, non-third party search using a name and other applicable identifiers as system allows or dictates.

SS Trace:

Source: Third Party Database

Scope: Minimum seven (7) year address history reported within the utilized system

Methodology: Third party search using a social security as system allows or dictates

Employment Verification:

Source: Employer Listed on Application, Resume or provided by subscriber

Scope: KRESS will verify an employer within the prior 7 years with some exceptions

Methodology: KRESS employee will contact the employer or its representative in an attempt to retrieve dates of employment, position, salary and eligibility for rehire. A minimum of four (4) attempts will be made before the verification will be closed and provided to subscriber.

Education Verification:

Source: Education Institution Listed on Application, Resume or provided by subscriber

Scope: KRESS will verify the highest degree attained with some exceptions per client specifications

Methodology: KRESS employee will contact the Education Institution or its representative in an attempt to retrieve dates attended, degree, major, date of graduation. A minimum of four (4) attempts will be made before the verification will be closed and provided to subscriber.

Professional License Verification:

Source: Agency in question will be searched for verification

Scope: Any listing will be reported

Methodology: Real-time, non-third party search using a name and other applicable identifiers as system allows or dictates

Professional Reference Verification:

Source: Reference on Application, Resume or provided by subscriber

Scope: KRESS will verify any reference listed

Methodology: KRESS employee will contact the reference in an attempt to ascertain the professional qualities necessary to perform the specific job in question. A minimum of four (4) attempts will be made before the verification will be closed and provided to subscriber.

Credit Report:

Source: Third Party Database

Scope: Minimum seven (7) years credit information reported per FCRA

Methodology: Third party search using name, social security number and address

If there is any service or product not list here or if there is a question or concern with regard to the description listed above, please contact KRESS so that we can answer your question.