

3H Corporate Services, LLC

Order Form Terms and Conditions

These Terms and Conditions are attached to and are incorporated into the Order Form (“**Order Form**”) and shall govern the Services (as defined below) requested by and provided to Customer by 3H Corporate Services, LLC (hereinafter “**3H**”). These Terms and Conditions and the Order Form are collectively referred to herein as the “**Agreement**”. 3H and Customer, including affiliated entities as defined in the Order Form, are sometimes referred to herein individually as a “**Party**” or together as the “**Parties**”.

Customer and 3H agree as follow:

1. SERVICES AND FEES.

1.1 Provision and Use of the Services. 3H or one or more of its affiliates, subcontractors or other agents (“**3H Parties**”) shall provide to Customer the services selected by the Customer and set forth in Exhibit A, in accordance with the terms of this Agreement (collectively, the “**Services**”). 3H shall administer the services performed by the 3H Parties. Customer shall perform all Customer responsibilities and obligations set forth in this Agreement and shall be responsible for the performance of its affiliates, personnel, subcontractors and other agents (“**Customer Users**”) and shall otherwise cooperate with 3H in connection with the provision of the Services. Customer shall use the Services only for its internal business purposes and will be responsible for ensuring that each of its Customer Users receiving the Services complies with the Terms and Conditions of this Agreement. The 3H Parties shall perform the Services for (i) Customer, and (ii) any other affiliate of Customer for which Customer requests in writing that 3H perform services.

1.2 Out of Scope Services. If Customer requests additional services outside the scope of services to be provided pursuant to Exhibit A (“**Out of Scope Services**”), Customer shall request in advance such Out of Scope Services in writing or via the Creative Compliance Hub platform shopping cart. If 3H provides such Out of Scope Services, Customer agrees to pay the applicable service fees and disbursements, as referenced in Exhibit B or in the Creative Compliance Hub platform shopping cart, whichever is lesser. Fees for Out of Scope Services referenced in Exhibit B are valid for one year from the Effective Date; thereafter, fees for Out of Scope Services will be charged at the then current rates as determined by 3H in its sole, unfettered discretion. 3H will provide a fee quotation for such Out of Scope Services if requested by the Customer.

1.3 Customer Information. Customer acknowledges and agrees that performance of the Services shall be dependent on the timely completion of Customer’s responsibilities and obligations under this Agreement. *Notwithstanding anything to the contrary herein*, Customer will be responsible for the timely provision and accuracy of all information provided to 3H or entered into 3H’s system by Customer or on Customer’s behalf and also for the consequences of any instructions given by Customer to 3H.

1.4 Fees. For Services performed by 3H under this Agreement, Customer hereby agrees to pay 3H the applicable fees set forth in the Order Form (“**Fees**”). The Fees are based on the current requirements, projected use, specifications, volumes and quantity as communicated to 3H by Customer and may be revised if Customer’s actual requirements, projected use, specifications, volumes or quantity materially varies from those communicated to 3H. Fees do not include pass-through expenses such as jurisdiction disbursement or filing fees, expedite fees, access fees, and taxes, which are the responsibility of Customer (“**Pass-Through Expenses**”) and Customer shall maintain a balance in its Escrow Account, as defined below sufficient to pay any such Pass-

Through Expenses which are payable. Unless otherwise provided in the Agreement, Customer shall pay all sales, consumer, use and similar taxes in connection with the Services (other than taxes on 3H’s net income). All amounts not paid in full within thirty (30) days of presentation of the invoice therefore may be subject to a late payment charge equal to the lesser of 1% per month (12% per annum) or the highest rate permitted by law calculated daily on a prorated basis from the date of the presentation of such invoice.

1.5 Escrow Account.

(a) 3H shall provide and maintain, at no cost to Customer, an escrow account facility (the “**Escrow Account**”). Customer will deposit into the Escrow Account an amount sufficient to pay all third-party fees associated with 3H providing services under this agreement (“**Escrow Fees**”). At no time shall 3H debit any of the Fees otherwise owed pursuant to this Agreement and the Order Form from the Escrow Account unless Customer agrees thereto in writing.

(b) Customer agrees that it will reimburse 3H, immediately upon receipt of an invoice, all applicable fees expended by 3H on its behalf pursuant to this Agreement.

(c) The initial Escrow amount shall be fixed at the commencement of this Agreement and revised periodically thereafter by agreement of 3H and Customer at such amount as sufficient to pay the Escrow Fees associated with providing services under this Agreement.

(d) 3H shall periodically provide Customer with an escrow activity ledger showing all Escrow Account activity during the time period reported.

2. LICENSE VERIFICATION DATABASE.

To the extent applicable, if the Services provided include insurance licensing, Customer acknowledges that as part of the licensing process, 3H may from time to time utilize a third-party vendor’s database (hereinafter, “**Database**”) to verify agent licenses. In connection with 3H’s use of Database:

(a) Customer acknowledges that such access constitutes a “consumer report” under the Federal Fair Credit Reporting Act (15 U.S.C. § 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996 or as may hereafter be amended (hereinafter called “**FCRA**”), where it is undertaken to obtain information on an individual agent.

(b) Customer represents and warrants it is in the business of insurance and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the FCRA. Customer certifies it will materially comply with the provisions of the FCRA when requesting and using information on an individual from the Database. A copy of the required FCRA notice to users of consumer reports is appended hereto.

(c) Customer acknowledges that neither 3H nor third party vendor: (i) make any representation or warranty with respect to the completeness or accuracy of the data in the database used; and (ii) expressly disclaim all warranties including without limitation any implied warranty of merchantability and fitness for a particular purpose.

(d) Customer agrees that it will not offer, sell or otherwise distribute all or any portion of the information from the

Database made available to it to any third party (defined as one who is not an officer, director, agent, consultant, contractor, employee, majority-owned subsidiary or affiliate of Customer).

(e) Customer agrees to indemnify, defend and hold harmless 3H against any liability or claim of any persons that is attributable to Customer's failure to materially comply with the applicable provisions of the FCRA.

3. THE TERM. This Agreement is effective as of the Effective Date set forth in the Order Form, for the Initial Term as indicated thereon, and shall then be automatically renewed for successive twelve (12) month periods, unless otherwise stated in the Order Form ("**Term**").

4. TERMINATION.

4.1 Termination. Either party may terminate this Agreement by providing the other with written notice of termination no later than forty-five (45) days prior to the next renewal date.

4.2 Termination for Breach. Either Party may terminate this Agreement or a particular Service (i) if the other Party fails to perform any material obligation of this Agreement (including the payment of amounts owned hereunder), and such Party fails to cure its failure to perform within thirty (30) days after receipt of notice from the other Party specifying such failure in reasonable detail or (ii) if the other Party seeks or otherwise becomes subject to the protections of bankruptcy, insolvency or creditor-debtor laws.

4.3 Voluntary Termination. Notwithstanding the Term set forth in Section 2, this Agreement may be terminated upon thirty (30) days written notice by either Party to the other, subject to the payment of a Termination Fee by the Customer if it terminates the Agreement prior to the end of the Term. "**Termination Fee**" means a fee equal to 100% of fees due for the remaining Term of the Agreement. 3H reserves the right to terminate this Agreement, in its sole discretion, for failure by Customer to make timely invoice payments pursuant to Section 5 of this Agreement.

4.4 Effect of Termination. Upon the termination or expiration of this Agreement, (i) all earned and unpaid Fees and expenses and the Termination Fee, if applicable, will become immediately due and payable, (ii) all fees in connection with the removal of 3H's name as its Registered Agent in the applicable Secretary of States' offices shall be payable by Customer, (iii) all rights (including any access and use rights and licenses) granted to Customer under this Agreement shall be terminated, and (iv) all Confidential Information shall be handled in accordance with Section 6.3.

5. CUSTOMER OBLIGATIONS.

Customer agrees that during the term of this Agreement, it shall cooperate with 3H in the provision of the Services and perform such tasks and responsibility as required for the fulfillment and receipt of the Services, including, without limitation, (i) executing the necessary Power of Attorney and other documentation as required by 3H, (ii) supplying necessary information as requested by 3H, and in the form requested by 3H (iii) updating 3H regarding any changes to information required in a timely manner and in the format requested by 3H, and (iv) when providing 3H with filings or other compliance requests, requests must be received from Customer by 3H no less than five days prior to the filing deadline or 3H bears no responsibility for penalties associated with late filings.

6. STATEMENTS AND PAYMENT TERMS. Customer agrees to pay 3H the applicable invoice amount within thirty (30) days of receipt of such invoice. All service fees are fully earned and non-refundable upon receipt by 3H of a written instruction from Customer. All payments by credit card will be subject to a 3% transaction fee.

7. CONFIDENTIAL INFORMATION AND TRADE SECRETS.

7.1 Confidential Information. 3H acknowledges that 3H or any of its subsidiaries, other affiliates, directors, officers, employees, contractors, subcontractors, or other agents (collectively, "**3H Recipient**") may receive or be exposed to certain information related to Customer, Customer Users and/or any of their subsidiaries, other affiliates, directors, officers, employees, contractors, subcontractors, or other agents (collectively, "**Customer Recipient**") that Customer deems to be confidential including, but not limited to, agreements and methods of operation, financial information, customer and key personnel data, and other confidential identification information, and Customer acknowledges that the Customer Recipient may receive or be exposed to 3H's confidential processes, proprietary data, pricing and other business information, including the terms of this Agreement, whether disclosed in writing, orally or any other form, that are not generally known to the public ("**Confidential Information**"). Confidential Information excludes any information which: (i) is generally available to the public through no fault of the 3H Recipient or the Customer Recipient, as the case may be; (b) is or becomes available through a source other than the party disclosing the information that is not known or reasonably believed to have any legal, contractual or fiduciary duty of confidentiality to such party; or (c) is or has been independently developed by the 3H Recipient or the Customer Recipient, as the case may be.

7.2 Treatment of Confidential Information. Each Party covenants and agrees that it will keep and maintain all Confidential Information of the other Party in strict confidence, using such degree of care as is appropriate and reasonable to avoid unauthorized use or disclosure, it will not disclose the other Party's Confidential Information to any third party, except with disclosing Party's prior written consent and it will use and disclose Confidential Information of the other Party solely for the purposes set forth in this Agreement. In the event either Party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information of the other Party, the recipient shall promptly notify the other Party and cooperate with such other Party, at its cost and expense, in such other Party's efforts to avoid, limit the required disclosure of or otherwise request confidential treatment for any such Confidential Information. Unless the demand shall have been timely limited, quashed or extended, then notwithstanding the confidentiality terms in this Section 6, the recipient shall be entitled to comply with such demand as, when and to the extent required or permitted by law; provided the recipient shall only provide such Confidential Information as is required to be disclosed. In the event either Party becomes aware of the unauthorized use or disclosure of Confidential Information, such Party agrees to promptly notify the other Party of such disclosure.

7.3 Return or Destruction of Confidential Information. Upon the termination of the Agreement by either Party (in accordance with this Agreement) or at any other time upon the

other Party's request, each requested Party will return or, at the election of the Party holding the other Party's information, destroy all tangible Confidential Information provided by or on behalf of the other Party. Such destruction or return will be confirmed by each Party in writing to the other Party. The Customer Recipient may keep a copy of any record (including in electronic or paper form) that needs to be retained pursuant to the operation of state laws including Codes, Rules and Regulations as promulgated by a State Insurance Commissioner, for a period of time not to exceed the length of the time set forth in such law. Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be required to return or destroy copies of any computer tapes, files or records containing the Confidential Information which have been created pursuant to any automatic archiving, back-up or disaster recovery procedures (including backup tapes), but such receiving Party shall not seek to access or use any such Confidential Information after any written request by the disclosing Party for its return or destruction.

7.4 **Injunctive Relief.** The Parties acknowledge that the unauthorized disclosure of Confidential Information in breach of this Section 6 may cause irreparable injury to the non-disclosing Party and damages, which may be difficult to ascertain. Therefore, the non-disclosing Party shall, upon such unauthorized disclosure of any Confidential Information by the disclosing party, be entitled to seek injunctive relief or other equitable relief against the disclosing Party to prevent or limit or otherwise protect against the authorized disclosure of Confidential Information.

8. **OWNERSHIP RIGHTS.** All intellectual property rights in the Services and products (including related tutorials and documentation) provided or made available to Customer by 3H as a part of the Services (including all improvements, enhancements, modifications or updates) ("3H Products") shall remain the exclusive, sole and absolute property of 3H or the third parties from whom 3H has obtained the right to use the 3H Products. Intellectual property created by 3H pursuant to this Agreement shall be owned by 3H. During the Term, Customer shall have a personal non-transferable, non-exclusive right to access and use the 3H Products in connection with the Services solely for the internal business purposes of Customer. Customer acknowledges that the access and use of certain 3H Products are subject to additional online terms of use. Customer shall not permit any third party to use the Services or 3H Products in any way whatsoever without the prior written consent of 3H. Without limiting the foregoing, Customer shall not, and shall not permit any person or entity to, offer or use the Services for the benefit of any affiliated or unaffiliated third parties, including in any computer service business, service bureau arrangement, outsourcing or subscription service, time sharing or other participation arrangement. Customer shall, at all times, retain all intellectual property rights in all Customer Data, proprietary information and materials provided by Customer in connection with the use and receipt of the Services.

9. **DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 9, 3H PROVIDES THE SERVICES AND ANY RELATED DOCUMENTATION, SOFTWARE, INFORMATION DATABASES OR EQUIPMENT WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. 3H DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES AND 3H SHALL HAVE NO

LIABILITY FOR ANY REFUND OF FEES OR DAMAGES WHATSOEVER. NO EMPLOYEE OR AGENT OF 3H OR ANY OF ITS SUBSIDIARIES OR AFFILIATES IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS ANY OF THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

10. **LIMITATION OF LIABILITY.**

10.1 CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS 3H, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OR LIABILITIES INCLUDING REASONABLE ATTORNEY'S FEES, COSTS AND OTHER EXPENSES, INCURRED BY 3H ARISING DIRECTLY FROM ANY ACTS, OMISSIONS OR BREACH OF THIS AGREEMENT BY CUSTOMER OR ITS EMPLOYEES. IN THE EVENT OF ACTS, OMISSIONS OR BREACH OF THIS AGREEMENT BY 3H IN THE PERFORMANCE OF THIS AGREEMENT RESULTING IN AN ADVERSE DETERMINATION TO CUSTOMER OR ITS EMPLOYEES, 3H SHALL PROMPTLY AND DILIGENTLY TAKE ALL REASONABLE CORRECTIVE ACTIONS AND PAY ADDITIONAL FILING FEES, PENALTIES OR FINES DIRECTLY RELATED TO SUCH DETERMINATION (INDIVIDUALLY AND COLLECTIVELY THE "ACTION"). CUSTOMER AGREES THAT THE ACTION SHALL BE THE SOLE REMEDY OF CUSTOMER AND ITS EMPLOYEES AGAINST 3H UNDER THIS AGREEMENT. SUBJECT TO THE FOREGOING, CUSTOMER'S CONDUCT OF BUSINESS WITHOUT THE REQUISITE QUALIFICATIONS OR LICENSES OR BEFORE SUCH IS IN PLACE WILL BE CONSIDERED THE SOLE ACT OF CUSTOMER. IN SUCH EVENT, CUSTOMER AGREES THAT 3H SHALL NOT BE RESPONSIBLE IN ANY WAY WHATSOEVER FOR ANY ACTION TAKEN BY A REGULATORY AUTHORITY RESULTING IN THE IMPOSITION OF FINES, PENALTIES, OR LOST COMMISSIONS ARISING FROM CUSTOMER'S OR ITS EMPLOYEES' ACTIONS. NOTWITHSTANDING THE FOREGOING, CUSTOMER AGREES THAT 3H SHALL NOT BE LIABLE FOR ANY CLAIMS, PENALTIES, FINES, LOST COMMISSIONS, OR OTHER LIABILITIES WHATSOEVER.

10.2 NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, 3H SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING LOSS OF PROFITS, REVENUES, SAVINGS, BUSINESS OR DATA), REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR ANY OTHER LEGAL THEORY) AND EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LOSSES OR DAMAGES.

10.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE TOTAL AND CUMULATIVE LIABILITY OF 3H FOR ANY CLAIM OR CLAIMS HEREUNDER OR WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO 3H IN THE TWELVE (12) MONTH PERIOD PRIOR TO DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST SUCH PARTY.

11. **INDEPENDENT CONTRACTOR.** 3H is acting in performance of this Agreement as an independent contractor, and this Agreement is not intended to create an agency relationship of any kind between the Parties, other than with respect to the Services to be provided in accordance with this Agreement.

12. **ASSIGNMENT.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by either Party without the prior written consent of the other. Notwithstanding anything to the contrary in this Agreement, 3H

may assign this Agreement in whole or in part and/or any of its rights and/or obligations hereunder, upon written notice to Customer, to an affiliate of 3H; provided that any such assignment shall not release 3H from its obligations under this Agreement.

13. COMMUNICATIONS. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (a) on the date of service if served personally on the Party hereto to whom notice is to be given; (b) on the day after delivery to Federal Express or similar overnight carrier of the Express Mail Service maintained by the United States Postal Service; or (c) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and property addressed, to the Party as follows: (i) if to 3H, 36 Long Alley, Saratoga Springs, New York 12866, Attention: Darrell Belch and (ii) if to Customer at the address for Customer set forth on the Order Form. Any Party hereto may change its address for the purpose of this Section by giving the other Party written notice of its new address in the manner set forth above.

14. SURVIVAL. All provisions hereof relating to proprietary rights, confidentiality and non-disclosure, indemnification and limitation of liability shall survive the completion of the Services or any earlier termination, expiration or rescission of this Agreement.

15. SECTION HEADINGS. The section headings are used in this Agreement for reference and convenience only and do not affect this Agreement's construction or interpretation.

16. PUBLICITY.

a) Customer agrees that 3H may use the name, logo or brand of Customer and its affiliates and may disclose that Customer and/or any affiliate is a client of 3H in any 3H advertising, news release, promotion, presentation, social media and other similar public disclosure with respect to the Services with Customer's prior written approval and further that such advertising, news release, promotion, presentation, social media or other similar public disclosure shall not indicate that Customer endorses 3H without the prior written permission from Customer. Customer agrees that the receipt by 3H of any written testimonial or endorsement from any employee, officer, director, other personnel, or affiliate of Customer shall be deemed written permission of Customer for 3H to publicly disclose such testimonial or endorsement.

b) Customer further agrees that 3H may use any photos of any employee, officer, director, other personnel or affiliate of Customer taken by or on behalf of 3H during any trainings, demonstrations or other presentations for use in any 3H advertising, news release, promotion, presentation, social media and other similar public disclosure with respect to the Services with Customer's prior written approval, and Customer hereby represents that it has necessary permission from any such employees, officers, directors and other personnel or affiliate of Customer to grant 3H such rights.

c) 3H agrees that Customer may use the name, logo or brand of 3H and its affiliates, with 3H's prior written approval, in any Customer advertising, news release, promotion, presentation, social media and other similar public disclosure to disclose that Customer is a client of 3H.

17. DEFAULT. If an action is brought by any Party to this Agreement to enforce the Agreement's terms, the defaulting Party to such action will be responsible for all fees and costs incurred in such

efforts including, but not limited to reasonable attorney's fees.

18. CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF TRIAL BY JURY. The laws of the State of New York shall govern this Agreement, excluding any choice of law provisions or common law that would render the selection of New York substantive law ineffective. The Parties further agree that the Uniform Computer Information Transactions Act (UCITA) does not apply to this Agreement. Any Party bringing a legal action or proceeding against any other Party, whether arising out of or relating to this Agreement or otherwise, agrees that the federal or state courts situated in New York City in the State of New York shall have exclusive jurisdiction over such legal actions or proceedings. Each party waives, to the fullest extent permitted by law, (a) any objection to the venue of any action or proceeding arising out of or relating to this Agreement in such New York City courts; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY

19. SEVERABILITY. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, such provision is to that extent deemed omitted, and the balance of the Agreement remains in full force if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

20. AMENDMENTS / WAIVER. No amendment or modifications to this Agreement shall be valid or enforceable unless in writing executed by the authorized representatives of Customer and 3H. No right or remedy shall be deemed waived by 3H except pursuant to a writing executed by 3H. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the Parties, shall operate as a waiver or estop any right, remedy or condition by 3H. Any waiver by 3H made in writing on one occasion shall only be effective in that instance and only for the purpose specified and shall not to be construed as a waiver on any future occasion or circumstance.

21. FORCE MAJEURE. 3H shall not be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by events or causes beyond the control of 3H, including, without limitation, acts of God, extreme weather, natural calamities, labor strikes or unrest, war, terrorist attacks, government actions, power outages, internet outages, service interruptions, and disruptions in accessibility or use of communications lines.

22. EXHIBITS. All exhibits, schedules and attachments to this Agreement are incorporated into this Agreement by reference and made a part of this Agreement.

23. NO THIRD PARTY BENEFICIARIES. The Parties intend that this Agreement will not benefit or create a right or cause of action in or on behalf of any person or entity, other than the Parties hereto or the Customer Parties or the 3H Parties, but with respect to the Customer Parties and 3H Parties, only to the extent permitted under Section 9 hereof.

24. COUNTERPARTS. The parties may execute this Agreement in any number of duplicate originals and in multiple counterparts by original, .pdf (or similar format for scanned documents) or facsimile signature, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement is effective upon delivery of one executed

counterpart from each Party to the other Party.

25. ENTIRE AGREEMENT. This Agreement, together with the exhibits, schedules, and attachments, constitute the entire agreement between the Parties in connection with the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, proposals and discussions, whether oral or written, of the Parties, and there are no warranties, representations and/or agreements between the Parties in connection with the subject matter hereof except as set forth in this Agreement. In the event of a conflict between the terms of the Agreement and any exhibit, schedule or attachment, the terms of the Agreement shall govern. Neither Party shall be bound nor liable to the other Party for any representation, warranty, promise, covenant or understanding made by any agent, employee or other person that is not embodied in this Agreement. Purchase orders, work orders or similar documents submitted to 3H by Customer will be for Customer's internal administrative purposes only and the terms and conditions contained in any such purchase orders, work orders or similar documents will have no force and effect and will not amend or modify this Agreement.

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)

- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must

provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) (“Notice to the Home Loan Applicant”).

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer’s rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer’s rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking

company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the

medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used;and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

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