

**SERVICE AGREEMENT
BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
PLEXUS GLOBAL LLC**

PREAMBLE

This Service Agreement (the "Agreement") is entered into between Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager"), and Plexus Global LLC, a California corporation (Contractor). Stadium Manager and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. Stadium Manager desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of Stadium Manager; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between Stadium Manager and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions

of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on **XXXX, 2021** and terminate on **August 17, 2024**. Stadium Manager has the option to extend the Agreement for two additional one-year period. Since the term extends beyond a single fiscal year, the term for subsequent fiscal years shall be conditioned upon approval of the Santa Clara Stadium Authority budget for the applicable fiscal year that includes the amounts due under the agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, Stadium Manager may make corrections or replace materials or services and charge Contractor for the cost incurred by Stadium Manager.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, Stadium Manager shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **\$16,500 per** contract year for a total not to exceed amount of **\$49,500** during the term of the Agreement, subject to budget appropriations, which includes all payments that may be authorized for

Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. Stadium Manager shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, Stadium Manager may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to Stadium Manager all Stadium Manager information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

Stadium Manager and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.

Contractor shall be as fully responsible to Stadium Manager for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Stadium Manager. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of Stadium Manager, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of Stadium Manager but Contractor may retain and use copies thereof. Stadium Manager shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than as intended herein.

13. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR

Stadium Manager, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing, including a SOC 2 Type 2 report of its security and privacy controls. Such report shall be provided to Stadium Manager prior to execution of this Agreement Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. PROTECTION OF SENSITIVE INFORMATION

- A. Contractor shall implement, maintain, and submit to Stadium Manager, a comprehensive written information security program that contains appropriate security measures to safeguard certain sensitive and personally identifiable information being gathered as part of the Services provided. Additionally, Contractor shall submit to Stadium Manager independent, third-party evidence assessing its information security program and operational compliance to the terms of this Agreement. Such assessment must also analyze whether Contractor's information security program is adequate to perform the Services, normally, as well as during potentially disruptive events or security breaches either Stadium Manager's or Contractor's premises.
- B. In the event of a security breach, Contractor shall immediately inform Stadium Manager of such breach, as well as the individuals affected, in accordance with CA Civil Code Sections 1798.29(a) and 1798.82(a).

15. STADIUM MANAGER'S'S GENERAL OBLIGATIONS

- A. Stadium Manager agrees:
 - 1. to keep all report information provided under this Agreement, including but not limited to background, drug screening, behavioral assessment, or any other report, whether oral or written, strictly confidential and, except as required by law, reveal no information from reports to any person except the person reported on or a person whose duty requires him to participate in the decision for the transaction for which the report was ordered;
 - 2. not to request report information for use by any other person, other than the person reported on, and/or his representative, except with the written permission of Contractor. If the person reported on, and/or his representative, request report information, they will be referred to Contractor for disclosure under the Fair Credit Reporting Act or other applicable laws (THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, UNITED STATES CODE, IMPRISONED FOR NOT MORE THAN TWO (2) YEARS, OR BOTH.);
 - 3. to warrant that the nature of its business is **not** a credit repair company, private investigator, or an attorney service.
 - 4. not to become a reseller of the information contained in any type of report provided by Contractor to a third party; or to otherwise provide or transfer in whole or in part the information contained therein.
 - 5. to read and understand the requirements of Exhibit D **"End User Access Security Agreement and Acknowledgement of FCRA Compliance**

- Requirements,”** and to take all reasonable measures to enforce them within the Stadium Manager's company;
6. to read and understand the requirements of Exhibit F “**Notice to Users of Consumer Reports: Obligations of Users under FCRA,**” and to take all reasonable measures to enforce them within the Stadium Manager's company.
 7. to certify that Consumer Reports, as such Consumer Reports are defined by the FCRA, will be ordered only when intended to be used for the permissible purpose of establishing an Applicant's eligibility for employment, which includes:
 - i. Initial employment
 - ii. Promotion
 - iii. Reassignment
 - iv. Retention as an employee
 - v. For a legitimate business need in connection with a business transaction that is initiated by the Applicant;
 8. that each request for a report will further indicate the specific purpose involved in each transaction and such reports will be used for no other purposes.
 9. that the Stadium Manager's requesting Investigative Consumer Reports, such as Investigative Consumer Reports defined in 15 U.S.C. §1681d(a)(1) certifies that:
 - i. The Stadium Manager's will clearly and accurately disclose to the consumer that an Investigative Consumer Report including information as to his character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and that such disclosure
 1. Will be made in writing mailed, or otherwise delivered, to the Applicant not later than three (3) business days after the date on which the report was first requested and,
 2. Will include a statement informing the Applicant of his right to request the additional disclosures provided for under 15 U.S.C. §1681g(c).
 10. that the Stadium Manager's will, upon written request made by the Applicant within a reasonable period of time after the receipt by him of the disclosure required in Section 5.9.1 above, make a complete and accurate disclosure of the nature and scope of the investigation requested. The disclosure will be made in a writing mailed, or otherwise delivered, to the Applicant not later than five (5) business days after the date on which the request for such disclosure was received from the Applicant or such report was first requested, whichever is the latter.
 - i. the Stadium Manager's will provide a clear and conspicuous disclosure, in writing, to the Applicant who is the subject of the report

- in a document that consists solely of the disclosure, that a Consumer Report may be procured for the employment decision; and,
- ii. the Applicant has authorized in writing (which authorization may be made on the document referred to in Section 5.9.1 above) the procurement of the Consumer Report by the Stadium Manager's (Contractor will provide Stadium Manager's with sample authorization forms to be reviewed and approved by Stadium Manager's);
11. that information from the Consumer Report will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation; and,
 12. that before taking any adverse action based in whole or in part on the Consumer Report, the person intending to take such adverse action shall provide to the Applicant to whom the report relates:
 - i. A copy of the report;
 - ii. a description in writing of the rights of the Applicant under this title, as prescribed by the Federal Trade Commission under 15 U.S.C. §1681(g)(c)(3); and,
 - iii. provide oral, written or electronic notice of the adverse action to the Applicant, as defined by Section 615 of the FCRA (Contractor will provide Stadium Manager's with sample Adverse Action letters that will fulfill this obligation.).

16. ACCESS SECURITY

- A. Stadium Manager agrees that Contractor and Stadium Manager must work together to protect the privacy of consumers. The following requirements are designed to reduce unauthorized access of Consumer Credit Reports and other private information:
 1. Stadium Manager must protect its Consumer Reporting Agency log-in ID and password(s) so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of Stadium Manager's log-in ID and password(s). Stadium Manager shall not post this information in any manner within Stadium Manager's facility;
 2. Systems access software, whether developed by Stadium Manager's organization or purchased from a third party vendor, must have Stadium Manager's Consumer Reporting Agency log-in ID and password(s) "hidden" or embedded and be known only by authorized supervisory personnel;
 3. Stadium Manager shall not discuss Stadium Manager's Consumer Reporting Agency log-in ID and password(s) by telephone with any

unknown caller, even if the caller claims to be an employee of a Consumer Reporting Agency;

4. Stadium Manager shall restrict the ability to obtain credit and consumer information to a few key personnel who have a need to access such information;
5. Stadium Manager shall place all terminal devices used to obtain consumer reports and/or credit information in a secure location within Stadium Manager's facility. Stadium Manager shall secure these devices so unauthorized persons cannot easily access them. Stadium Manager shall log off the system when not in use;
6. After normal business hours, Stadium Manager shall log off the system and properly secure and power down all devices or systems used to obtain consumer reports and/or credit information;
7. Stadium Manager shall secure hard copies and electronic files of consumer reports within Stadium Manager's facility so that unauthorized persons cannot easily access them;
8. Stadium Manager shall shred or destroy all hard copy consumer reports when no longer needed;
9. Stadium Manager shall erase or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction;
10. Stadium Manager shall make all of its employees aware that only Stadium Manager may access consumer reports and/or credit information and only for the permissible purposes described Section 5. Stadium Manager's employees may not access their own report or the report of a family member or friend if Stadium Manager does not have a permissible purpose;
11. Stadium Manager shall assign to each user of Stadium Manager's system access software a unique log-in ID and password. Stadium Manager shall make all employees aware that each log-in ID and password is unique to each user of the system and not transferable. **Log-in IDs and passwords are not to be shared.** Individuals who share log-in IDs / passwords may lose access privileges to the system;
12. Records Retention: It is important that Stadium Manager keeps credit applications for a reasonable period of time. This will help to facilitate the investigative process if a consumer claims that Stadium Manager inappropriately accessed his credit report. (Note: The Federal Equal Credit Opportunity Act states a creditor must preserve all written or recorded

information connected with an application for twenty-five (25) months.); and,

13. Under Section 621 (a)(2)(A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$3,500 per violation.
14. Stadium Manager understands that e-mailing of a Consumer Report is not a secure method of transmission, unless the document has been encrypted or is password protected prior to transmittal.

17. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify the Indemnified Parties (defined below) from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by the Indemnified Parties connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of the Indemnified Parties; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full Indemnified Parties' employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against any of the Indemnified Parties (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless Indemnified Parties for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.
- D. Indemnified Parties shall mean Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners and

employees, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium.

18. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to Stadium Manager, insurance policies as set forth in Exhibit C.

19. WAIVER

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither Stadium Manager's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

20. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

Attention: Jim Mercurio, EVP & General Manager
Address: Forty Niners Stadium Management Company LLC
4900 Marie DeBartolo Way
Santa Clara, CA 95054

With a copy to: Legal Affairs
Forty Niners Stadium Management Company LLC
4949 Marie P. DeBartolo Way
Santa Clara, CA 95054

And to Contractor addressed as follows:

Carlos Lacambra, President
Plexus Global LLC
9340 Jesse Lane, Suite 280
Riverside, CA 92508
clacambra@plexusglobalinc.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

21. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

22. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, none of the Indemnified Parties has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

23. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

24. NO USE OF STADIUM MANAGER NAME OR EMBLEM

Contractor shall have no right to use, reproduce, or display the trademarks, symbols, trade names or other intellectual property of the Stadium Manager, Levi’s Stadium®, the San Francisco 49ers, or their respective affiliates, or Stadium tenants or their affiliates or other event performers directly or indirectly, in connection with any production, promotion, client list, service or publication, without the prior written approval of Stadium Manager.

25. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

26. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

27. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

28. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed representatives as of the Effective Date.

STADIUM MANAGER:

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company

By: _____

Name: Jim Mercurio

Title: Executive Vice President and General Manager

CONTRACTOR:

PLEXUS GLOBAL LLC, a California corporation

By: _____

Name:

Title:

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the Stadium Manager by the Contractor under this Agreement are set forth below.

Background Screening Services

Contractor shall provide employment background screening services with paperless background release and mobile functionality at a turnaround time within 24-48 hours from the time of request. The basic background screening services shall consist of the following:

- a. Seven (7) year County Criminal (Felony and Misdemeanor) search – all counties, all names
- b. National Criminal Database Search
- c. National Sex Offender Registry Search
- d. Social Security Number (SSN) Trace
- e. Social Security Number (SSN) Validation
- f. Motor Vehicle Report (MVR) Report

Contractor shall provide additional screening services as required by Stadium Manager utilizing the a la carte services at rates specified in Exhibit B.

Implementation Methodology

Contractor shall utilize their “High Tech – High Touch” approach for working with Stadium Manager as follows:

Contractor shall assign an Implementation team to work with Stadium Manager to define workflow, client business rules, escalation policies, timelines, etc. Contractor will work off an "implementation workbook" which is used to on board new clients. The key steps involved are identifying decision makers, establishing the proper workflow in the hiring process, creating a calendar timeline to track on-time roll out.

During the implementation process, service levels and required turnaround times are established and agreed upon. Contractor is then advised, and standards are communicated and set in place. Contractor shall monitor these levels on a weekly basis for not only meeting these levels, but also how these results can be improved upon.

Contractor shall offer training options for Stadium Manager. These can be accomplished via online/webinar training. Contractor's recommendation is to train all appropriate staff pre-program roll out with weekly calls for the initial six weeks, progressing to bi-monthly, then monthly, as allowed. The calls will address program short falls, tweaks, and success.

Integration with SAP SuccessFactors

Contractor shall integrate with SuccessFactors to enable Stadium Manager to order background reports within the SuccessFactors HRIS Applicant Tracking System (ATS).

The integration will include these major components: modifying current SAP SuccessFactors interface to add the command to start the background check action, create a process to retrieve the results, implement a notification for the completed task, and include additional processes for automated communication of action notifications.

- a. Ability to prevent duplicate entry for the candidate and integrate with SuccessFactors user fields.
- b. Disallow the export of sensitive information into our SuccessFactors system and provide an external link to check results.
- c. Ability to issue push notification when the background check result is completed to SAP SuccessFactors.
- d. Upon approval from Stadium Manager, communication of pre-adverse and adverse action notification to the candidates can be handled by the firm.

Both parties shall mutually agree upon a detailed workplan to facilitate the integration work to be completed within 30 days from the approval of the workplan.

**EXHIBIT B
SCHEDULE OF FEES**

Contractor will bill Stadium Manager on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by Stadium Manager and subject to verification and approval by Stadium Manager. Stadium Manager will pay Contractor within thirty (30) days of Stadium Manager's receipt of an approved invoice.

Packaged Services – Employment Screening	Price*
Package 1 – Stadium Personnel (Basic Package)	\$26.70
Includes - Social Security Trace - County Criminal Felony/Misdemeanor Search 7-year search all names/counties - County Locator (National Criminal Database) - Nationwide Sex Offender - Motor Vehicle Report	

Note: Packages inclusive of all names/AKAs and all counties lived in the past 7 years.

*Additional Fees – Background Screening
<p>Certain entities may levy fees that will be passed through to the client (without markup) in addition to the fees charged by Plexus for the packages and/or a la carte services. The additional fees may include: Court fees, State fees, Repository fees (Tax/The Work Number, National Student Clearing House), Registry fees, 900 numbers (employment verification), International call toll charges and Transcript fees. Aliases and Maiden names will be added at the a la carte price.</p> <p>All records (Hits) obtained through the County Locator search will be confirmed at the applicable court for accuracy to comply with the FCRA and will be billed at a la carte rates.</p>

A la Carte Services – Background Screening - Domestic	Price*
Criminal Search – County*	\$ 7.00
Criminal Search – Statewide*	\$ 8.00
Criminal Search – Federal Nationwide*	\$ 5.00
County Locator*	\$ 2.70
Civil Record Search*	\$15.00

Sex Offender Search – Nationwide	\$ 2.70
Credit Report	\$10.00
Driver's Report	\$ 1.75
DriveLink (State Pull Notice Program for company drivers - \$29.95 minimum 1-20 drivers)	\$ 1.55
Social Security Trace	\$ 2.00
Professional Reference	\$20.00
Employment Verification, Domestic – Basic	\$ 9.00
Employment Verification, Domestic – Plus	\$12.00
Employment Verification, Domestic – Expanded	\$15.00
Education Verification, Domestic – Basic	\$ 9.00
Education Verification, Domestic – Expanded	\$15.00
Professional License Verification	\$11.00
Military Service Records Verification	\$11.00
OFAC - Office of Foreign Assets Control database	\$ 5.00
BIS - U.S. Bureau of Industry and Security	\$ 5.00
SEC - U.S. Securities and Exchange Commission	\$ 5.00
FDA - U.S. Food and Drug Administration	\$ 5.00
GSA EPLS - U.S. General Services Administration Excluded Parties List System	\$ 5.00
DEA – U.S. Drug Enforcement Administration	\$ 5.00
OIG – Office of Inspector General	\$ 5.00
HIPDB - Healthcare Integrity & Protection Data Bank	\$ 5.00
NAR - Certified Nurse Aide Registry	\$ 5.00
NPDB - National Practitioner Data Bank	\$ 5.00
FACIS / Vital4MED Level 1	\$ 5.00
FACIS/ Vital4MED Level 2	\$ 6.00
FACIS/ Vital4MED Level 3	\$ 7.00
DDTC - Directorate of Defense Trade Controls	\$ 5.00
INTERPOL - International Criminal Police Organization	\$ 5.00
VITALGlobalSearch	\$35.00
Workers' Compensation Search	\$ 9.00
Streamlined Electronic I-9 and E-Verify	\$ 5.00

E-Verify – USCIS - Department of Homeland Security	\$ 3.00
Electronic I-9 – Paperless I-9 Form	\$ 3.00
*This search is performed in a single jurisdiction/single name	

* Please refer to Additional Fees Statement below.

Value Added Services	Estimated Value	Price
Customer Service Dedicated single point of contact service model: Primary Account Administrator with backup support. 5 AM - 6 PM PST. Telephone, e-mail and in-system support.	Value depends on account complexity	Included
Plexus Persistence Daily verification attempts – Employment / Education / References		
Account Implementation Customized account implementation	\$150 - \$1,200	Included
Best Practices Review of current screening program with best practices recommendations	\$500	Included
Adjudication matrix consultation and assistance	\$150 - \$500	
Legal updates and developments affecting employment screening		
Training Web based system training for new users and system upgrade training	\$500 - \$750	Included
PlexOne™ Secure 24-7 online account management, report ordering and retrieval	\$300	Included
Automated report status notifications		
Unlimited system users, tiered privilege / access levels and customized packages		
Real-time report notes, researcher updates and management reports		
Duplicate report alert		
Online interactive compliance resource guide and required forms		
Single click adverse/pre-adverse letter process		
Quality Control & Compliance Review of each and every report by our dedicated Quality Control and Compliance Department for accuracy and compliance per FCRA requirements, individual state requirements and client business rules.	\$10 per report	Included

EXHIBIT C INSURANCE REQUIREMENTS

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
2. Automobile liability in the amount of One Million Dollars (\$1,000,000) with respect to owned, hired and non-owned vehicles.
3. Workers compensation insurance, as required by applicable law.
4. Employer's liability in the amount of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, by disease, and One Million Dollars (\$1,000,000) policy aggregate by disease.
5. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of One Million Dollars (\$1,000,000) each occurrence or claim including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.
6. Cyber Liability insurance providing coverage for first-party claims, including breach response expenses for notification and credit monitoring, and third-party claims, in the amount of One Million Dollars (\$1,000,000) per occurrence or claim.
7. Umbrella or excess liability insurance in the amount of Two Million Dollars (\$2,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Levi's Stadium. Stadium Manager shall have no liability for such equipment.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to Stadium Manager's, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by Stadium Manager's; (ii) with respect to general liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as additional insureds; (iii) a waiver by the insurer of any right to

subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names additional insureds contained herein shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

Exhibit D

End User Access Security Agreement & Acknowledgement of FCRA Compliance Requirements

We must work together to protect the privacy of consumers. The following requirements are designed to reduce unauthorized access of Consumer Credit Reports and other private information. By signing this document, you, the "End User," agree to follow the measures below:

1. You will protect your Consumer Reporting Agency log-in ID and password(s) so that only you know this sensitive information. Unauthorized persons should never have knowledge of your log-in ID and password(s). Do not post this information in any manner within your facility.
2. Systems access software, whether developed by your organization or purchased from a third party vendor, must have your Consumer Reporting Agency log-in ID and password(s) "hidden" or embedded and be known only by authorized supervisory personnel.
3. Do not discuss your consumer Reporting Agency log-in ID and password(s) by telephone with any unknown caller, even if the caller claims to be an employee of a Consumer Reporting Agency.
4. Restrict the ability to obtain credit information with your login ID and password to yourself.
5. Place all terminal devices used to obtain consumer reports and/or credit information in a secure location within your facility. Secure these devices so that unauthorized persons cannot easily access them. Log off the system when not in use.
6. After normal business hours, log off the system and properly secure and power down all devices or systems used to obtain consumer reports and/or credit information.
7. Secure hard copies and electronic files of consumer reports within your facility so unauthorized persons cannot easily access them.
8. Disposal of printed reports: Shred or destroy all hard copy consumer reports when no longer needed.
9. Erase or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
10. You can access consumer report and/or credit information only for the permissible purposes listed in Section 5 of the Services Agreement signed by your organization's representative. You may not access your own report or the report of a family member or friend if you do not have a permissible purpose.
11. Each log-in ID and password is unique to each user of the system and not transferable. **Log-in IDs and passwords are not to be shared.** Individuals who share log-in IDs / passwords may lose access privileges to the system, and expose your organization and ours to potential liability.

Record Retention: It is important that you keep credit applications for a reasonable period of time. This will help to facilitate the

investigative process if a consumer claims that your organization inappropriately accessed their credit report. (Note: The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 25 months.)

Under Section 621 (a)(2)(A) of the Fair Credit Reporting Act ("FCRA"), any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$3,500 per violation.

FCRA REQUIREMENTS

In compliance with the FCRA as amended by the Consumer Reporting Act of 1996, End User hereby certifies to Plexus Global that End User will comply with the following provisions:

1. End User will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes:
 - a.) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - b.) the consumer has authorized in writing (which authorization may be made on the document referred to in Section 1.a. above) the procurement of the report by the End User.
2. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, End User shall provide to the consumer to whom the report relates:
 - a.) A copy of the report; and
 - b.) a description in writing of the rights of the consumer under the Act, a copy of which is attached hereto as Exhibit E "Summary of Consumer Rights."
 - c.) Provide oral, written or electronic notice of the intended adverse action to the consumer, as defined by Section 615 of the FCRA (Plexus Global will provide you with sample Adverse Action letters that will fulfill this obligation).

The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

3. End User will review Exhibit F "Notice to Users of Consumer Reports: Obligations of Users under FCRA," attached hereto and available online at: www.plexusglobalinc.com.

End User hereby acknowledges receipt of Exhibit E "Summary of Consumer Rights" and Exhibit F "Notice to Users of Consumer Reports: Obligations of Users Under FCRA."

Print Name Title

Signature Date Email

Telephone

Exhibit E

Summary of Consumer Rights Under the Fair Credit Reporting Act

The federal **Fair Credit Reporting Act (FCRA)** promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to: www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment—or to take another adverse action against you—must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened offers” for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state

or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center--FCRA Washington, DC 20580 (877) 382- 4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E. Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F St., N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

FTC Regional Office for region in which the creditor operates or
Federal Trade Commission: Consumer Response Center – FCRA
Washington, DC 20580
(877) 382-4357

Exhibit F

Notice to Users of Consumer Reports: Obligations of Users under FCRA

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.

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 II 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 are available at www.consumerfinance.gov/learnmore.

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 the 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 614(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain pre-established 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 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 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.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 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. 1681c-A	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681c-B	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