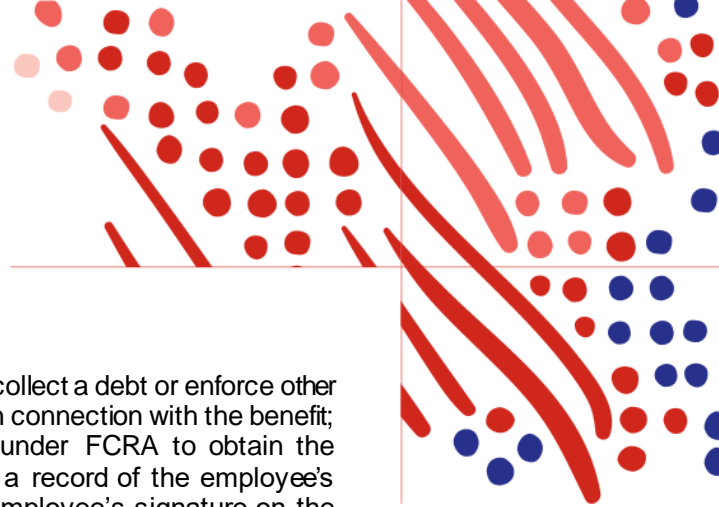




Employment Verification Services

The following terms and conditions apply to ADP Employment Verifications and supplement the existing terms and conditions of your service agreement with ADP (the “**Agreement**”). Client desires to receive and ADP agrees to provide the following ADP Employment Verification Services to Client in addition to the Services already provided under the Agreement. Further, the Agreement is amended to add Employment Verification Services. All other terms and conditions of the Agreement will remain in full force and effect.

1. **Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.
 - 1.1. “**FCRA**” Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.
 - 1.2. “**Verification Agent**” has the meaning set forth in Section 3.1.1.
 - 1.3. “**Verification Data**” has the meaning set forth in Section 3.1.1.
 - 1.4. “**Verifiers**” has the meaning set forth in Section 3.1.1.
2. **Service Summary.**
 - 2.1. **Employment Verification Services.** Management of employment and income verification requests.
3. **Additional Terms.** The following additional terms and conditions apply to the Employment Verification Services:
 - 3.1. **Verification Services and Authorization as Agent.**
 - 3.1.1. ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service though ADP reserves the right to provide them through another entity (each, a “**Verification Agent**”). Notwithstanding anything to the contrary in the Agreement, Client authorizes ADP and its Verification Agents to disclose, on Client’s behalf, employment information (including employees’ place of employment and employment status) and income information (including total wages per year to date and previous year income) of Client and Client’s employees (or former employees) (collectively, “**Verification Data**”), to commercial, private, non-profit and governmental entities and their agents (collectively, “**Verifiers**”), who wish to obtain or verify any of Client’s employees’ (or former employees’) Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee’s consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to



continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

- 3.2. Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.
- 3.3. Notice to Furnishers of Information: Obligations of Furnishers of Information** ("Notice to Furnishers"). Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.
- 3.4. Archival Copies.** Notwithstanding anything to the contrary in the Agreement, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the confidentiality provisions in the Agreement will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.
- 3.5. Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.