<u>Addendum Regarding Use Of Platform To Provide</u> Disclosures And Secure Consent

This Addendum is made to the Client Agreement ("the Client Agreement") between "Client" and Proverbs Technology, LLC d/b/a DOTReady ("DOTReady").

WHEREAS, DOTReady is providing or will provide background screening services to Client;

WHEREAS, Client is legally obligated to present certain disclosures to individuals that will be the subject of a background check ("Consumers") and to also receive authorizations from Consumers allowing Client to perform a background check on them;

WHEREAS, DOTReady has given Client the option of using a web-based software platform maintained by DOTReady ("the Platform") to present its disclosures and secure consent from Consumers, and Client has voluntarily decided to utilize this option; and **WHEREAS**, DOTReady and Client wish to further define the terms by which the Platform shall be used by Client for the above purpose.

NOW, THEREFORE, the parties hereby agree as follows:

- Use of Electronic Platform To Secure Consent. Client requests to utilize the Platform to deliver disclosure paperwork to Consumers and to obtain written authorization from them for background checks. Client represents that it has reviewed the sample disclosures and authorizations made available by DOTReady and requests that these sample materials be incorporated into the Platform on Client's behalf and presented to any Consumer about whom Client has placed a background screening order. DOTReady shall honor this request. The Parties further agree that if and when DOTReady updates its sample documents, it shall similarly update Client's disclosures and authorization paperwork as soon as time reasonably allows. Client understands that the samples to be provided through the Platform on Client's behalf will always be available to Client via Client's portal on DOTReady's website, and that Client may at any time provide written notice to DOTReady stating that it will provide disclosures and obtain consent on its own rather than through the Platform. DOTReady will honor any such instruction. Client understands and agrees that its use of the Platform is strictly voluntary and does not guarantee Client's legal compliance, and that Client remains solely responsible for complying with all laws applicable to it, including but not limited to the Fair Credit Reporting Act. Among other things, Client understands and agrees that it remains exclusively responsible for the appropriateness and legality of the disclosures and authorizations provided to Consumers via the Platform.
- <u>Indemnification</u>. In addition to any indemnification obligation set forth in the Client Agreement, Client shall hold harmless and indemnify DOTReady and its affiliates and subsidiaries and their respective officers, directors, employees,

agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions by any third party, whether at law or in equity, related in any manner to the Platform's presentation of disclosures or receipt of written authorization on Client's behalf.

- <u>Termination</u>. Either party may terminate this Addendum at any time, for any reason or no reason, by providing written notice to the other party. Upon termination of this Addendum, Client shall not be permitted to use the Platform to present its disclosure and authorization materials. Upon termination of this Addendum, the Client Agreement shall otherwise remain fully in effect. In addition, Client's indemnification obligation under Section 2 above shall survive termination of this Addendum.
- <u>Full Force and Effect</u>. Except as specifically stated in this Addendum, the Client Agreement is not modified, revoked or superseded and remains in full force and effect. This Addendum and the Client Agreement are generally intended to be read together and interpreted as a whole. To the extent an unavoidable conflict exists between this Addendum and the Client Agreement, this Addendum shall control as to any matters related to the Platform's delivery of disclosures and receipt of authorizations.