**Compliance Services Agreement**

**THIS COMPLIANCE SERVICES AGREEMENT (“Agreement”)** is entered into by and between **ComplyTraq, LLC (“ComplyTraq”)** a Delaware limited liability company, with its principal place of business at 1640 Airport Road, Suite 115, Kennesaw, GA 30144 and the party electronically accepting the within terms and conditions **(“Customer”).**

1. **Services and Definitions**

ComplyTraq shall, subject to the terms and conditions set forth herein, provide to Customer, at Customer’s option, a customer credentialing service, on-site inspections, Fair Credit Reporting Act (“FCRA”) training and a customer audit service.

1. “Credentialing Service” means verifying that Customer’s clients are who they claim to be by conducting consumer and criminal Principal and Company background checks, verifying application information for accuracy and conducting an on-site visit to the premises of Customer’s clients. Customer shall send ComplyTraq its client’s applications as they are made and ComplyTraq shall credential the information on such applications. Customer shall use the “Application” form provided by ComplyTraq or another application form approved by ComplyTraq.
2. On-Site Inspections” means visiting the location of Customer’s clients, taking at least a total of four (4) pictures of the premises, inside and outside, interviewing employees, observing the business and completing the On-site Property Observation Request form.
3. “Equipment Verification” means visiting the location of Customer’s clients, taking at least a total of four (4) pictures of the equipment and premises, inside and outside, interviewing employees, observing the business and completing the On-site Property Observation Request form.
4. “External Site Inspection” means observe exterior of business location of Customer’s clients, taking at least a total of three (3) pictures of the building, signage and street and completing On-Site Property Observation Request form.
5. “Bulk Site Re-Inspection” means re-verifying the location of Customer’s clients by conducting subsequent On-Site Inspections.
6. “FCRA Training” means an on-line training program for Customer’s clients and employees regarding the FCRA legal and operational requirements, including a test and certification of successful completion. Customer may request additional FCRA training for the appropriate fees, at any time by submitting a written request to ComplyTraq.
7. “Audit Service” means taking steps to verify that Customer’s clients are complying with Customer’s service agreement and obtaining information from Customer only for the purposes stated in the agreement between Customer and its clients. ComplyTraq will conduct audits of Customer’s clients on an ongoing basis, or Customer may request audits of specific clients by notifying ComplyTraq in writing.
8. **Fees**

Customer agrees to pay ComplyTraq for the chosen services rendered in accordance with the “Application and Fee Schedule” attached hereto and incorporated herein by reference. Prices shall be exclusive of all sales, revenue, excise, use or other taxes. Customer shall be billed only for those services selected by Customer at the time of accepting the Application and Fee Schedule. Customer may select additional services by completing and accepting additional Fee Schedules after such date, and such additional services shall be subject to the terms and conditions stated herein and therein.

ComplyTraq will send detailed invoices to Customer on a monthly basis, within thirty (30) days after each month’s end. Payment terms are net payable upon Customer’s receipt of an invoice. Customer agrees and acknowledges that payment to ComplyTraq for services rendered shall be made in one of the two following manners and by initial in the Fee Schedule, Customer agrees to pay using such method and agrees to provide all necessary information and documentation to ComplyTraq, at the time of accepting this Agreement and upon prior written reasonable request thereafter: (1) ComplyTraq accepts payments via ACH (Automated Clearing House) and ComplyTraq requires your Company's bank name, address, general phone number, contact name and phone number, name on the account, account #, ABA # and a voided copy of a check; or (2) ComplyTraq accepts payments via Visa, MasterCard, AMEX and Discover.

Balances not paid within thirty (30) days of the due date are subject to a one and one half percent (1 ½%) per month service charge and are a basis for immediate termination, notwithstanding Paragraph 3 below. Should any amount due under this Agreement remain so unpaid, ComplyTraq shall have the right to suspend further work hereunder and to immediately terminate this Agreement without notice. Said right shall be in addition to and shall not prejudice any other rights or remedies available at law or in equity.

1. **Effective Date and Term of Agreement**

This Agreement shall commence as of the date of Customer’s electronic acceptance and submission thereof (the “Effective Date”) and shall remain in effect for a minimum initial period of three (3) years (the “Initial Term”) shall remain in effect for an initial term of one (1) year (the “Initial Term”) after which it shall be automatically renewed for additional one (1) year periods, (the “Renewal Term(s)”) until terminated by either ComplyTraq or Customer (each a “party” and together the “parties”), on sixty (60) days written notice to the other party, prior to the end of the then existing Term, or upon termination in accordance with paragraphs 2, 3 and/or 4 of this Agreement.

ComplyTraq may increase any Fees applicable to a Renewal Term after forty five (45) days’ prior written notice to Customer, provided that Customer may terminate this Agreement during such period, upon prior written notice to ComplyTraq, if such increase is at any rate higher than ten percent (10%) per annum.

1. **Termination**

Either party may terminate this Agreement, should the other party breach any material term or condition contained herein, provided that the non-breaching party has given written notice of the breach to the breaching party and afforded the breaching party a thirty (30) day opportunity to cure and such party fails to so cure.

In the event of such termination, Customer agrees to pay ComplyTraq in accordance with this Agreement for the services rendered and expenses incurred (or committed to) prior to the effective date of termination.

1. **Right, Title and Interest**

ComplyTraq shall retain all right, title and interest in and to the services and products provided under this Agreement, including the intellectual property rights related thereto, whether or not in the nature of copyright, trade secret, trademark, service mark, trade name, patent, good will or otherwise.

1. **Warranty and Warranty Disclaimer**

EXCEPT AS SET FORTH IN THE FOLLOWING PARAGRAPHS, COMPLYTRAQ MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ComplyTraq warrants, represents and covenants that as to any client of Customer for which it performs the services provided hereunder, (the “ComplyTraq Services”), the information verified on applications shall be accurate according to the public and third-party records available and that the on-site visit report shall accurately reflect the site of Customer’s client. Any liability of ComplyTraq under this Agreement shall be limited to a refund of the fee paid by Customer to ComplyTraq for the ComplyTraq Service at issue.

In addition, ComplyTraq warrants, represents and covenants that: (i) ComplyTraq has and will continue to maintain all necessary ownership rights, title, licenses, authorities and approvals necessary regarding the ComplyTraq Services, free of all liens, claims, encumbrances and other restrictions except as stated to the contrary herein; (ii) the ComplyTraq Services do not and will not, to the best of ComplyTraq’s knowledge, after diligent investigation, infringe upon copyrights, trademarks, patents or any other proprietary rights of any third party; (iii) ComplyTraq will permit access to the ComplyTraq Services completely and accurately per the terms as set forth herein; (iv) the ComplyTraq Services, as applicable, shall be free from any defects in design, materials and workmanship, and shall perform in accordance with the terms of herein; (v) the ComplyTraq Services, ComplyTraq and its officers, employees, agents and representatives shall comply with all applicable foreign, federal, state and local laws and regulations applicable and ComplyTraq shall obtain and maintain in effect such permits, licenses and other forms of authorization required to comply with such laws and regulations; and (vi) ComplyTraq will provide its best efforts as required to keep the ComplyTraq Services validly registered and current in concert with any changing industry and market conditions so that such will continue to perform all intended functions throughout the Term of this Agreement.

1. **Indemnification and Limitation of Liability**

EXCEPT AS STATED ABOVE IN ARTICLE 6, UNDER NO CIRCUMSTANCES SHALL COMPLYTRAQ BE LIABLE FOR ANY “CLAIM” (DEFINED BELOW) FOR BREACH OF THIS AGREEMENT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANY REAL OR ANTICIPATED PROFITS, EVEN IF COMPLYTRAQ HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A “CLAIM” INCLUDES ANY CLAIM, DEMAND, ACTION, PROCEEDING, LOSS, COST, EXPENSE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES), DAMAGE, LIABILITY OR PENALTY. NO CLAIM MAY BE COMMENCED MORE THAN TWO (2) YEARS AFTER THE OCCURRENCE WHICH HAS GIVEN RISE TO SUCH.

Each party shall defend, indemnify and hold the other party harmless from Claims arising out of the indemnifying party’s breach of any representation, warranty or other term contained herein. In connection with any Claim that is indemnifiable hereunder, the indemnified party shall: (a) give the indemnifying party, prompt written notice of the Claim for which indemnification is sought; (b) give the indemnifying party the opportunity to take over and/or settle any third-party Claim through counsel of indemnifying party's choice, at its sole direction and expense; and (c) cooperate fully with the indemnifying party as to the Claim.

1. **Confidential and Proprietary Information**

As used herein, “Confidential Information” means all confidential and proprietary information furnished by either party to the other and all information derived therefrom, including, but not limited to, business information, vendor and customer names, addresses, account information, information derived from customer account activity and any information deemed “nonpublic personal information” as that term is defined in Gramm-Leach-Bliley Act (Public Law 106-102, Title V) as amended from time to time, which a party obtains has access to by reason of providing services hereunder.

Confidential Information does not include information which (i) becomes generally available to the public other than as a result of a disclosure by the information receiver; (ii) was available to the information receiver on a non-confidential basis prior to its disclosure by the information provider; (iii) becomes available to the information receiver on a non-confidential basis from a source other than the information provider, provided that such source is not known by the information receiver, after due inquiry of such source, to be bound by any duty to the information provider or another entity, to keep such information confidential; or (iv) is independently developed by the information receiver without use of the information provider’s Confidential Information.

Both parties hereto agree that neither will, at any time, whether during or after the termination of this Agreement, reveal to any person or entity any of the Confidential Information of the other, and shall not use or attempt to use any Confidential Information in any manner, which may injure or cause loss or may be calculated to injure or cause loss whether directly or indirectly to the other party.

Each party agrees that the Confidential Information disclosed to it by the other party shall not be reverse engineered, used or disclosed to any third party and shall be used only for the purpose of this Agreement. Each party agrees to treat all Confidential Information of the other party in the same manner in which it treats its own Confidential Information.

1. **General Provisions**
2. Notices. Any and all notices shall be given in writing and mailed Registered or Certified US mail; return receipt requested or sent via overnight courier service or by hand delivery to the other party at the address listed above. The date of receipt shall be deemed to be the effective date of the notice.
3. Publicity. Neither party may use the other's name, mark or likeness for any purpose whatsoever without the prior written consent of the other, which shall not be unreasonably withheld, except that ComplyTraq may include Customer’s name on a listing of customers using the services.
4. Waiver. The failure or delay of either party to enforce any terms or conditions of this Agreement shall not constitute a waiver of the same or of any other terms or conditions, or otherwise preclude or prejudice the later enforcement of the same or other terms and conditions.
5. Modifications. This Agreement may be modified or amended only by the written consent of both parties.
6. Headings. All headings used in this Agreement are for the convenience of the parties and are for reference purpose only.
7. Interpretation. The language used in this Agreement shall be deemed to be the language chosen by both parties to express their mutual intent and no rule of strict construction will be applied against either party.
8. Independent Contractor. ComplyTraq shall be considered an independent contractor and not an employee of Customer. Except as otherwise expressly provided for herein, neither party shall in any way represent itself as an agent, employee, joint-venturer or general representative of the other party.
9. Taxes. Customer shall pay all applicable federal, state and/or local sales, service or use taxes and any other taxes, however designated, levied or imposed by reason of any action or transaction under this Agreement, other than taxes imposed on ComplyTraq’s net income.
10. Collection and Attorneys’ Fees. Without limiting any of ComplyTraq’s remedies for nonpayment or late payment of invoices, Customer shall be liable to ComplyTraq for any and all interest, late fees, costs of collection, court costs and reasonable attorneys’ fees relating to any action or proceeding regarding invoices for services rendered pursuant to this Agreement and remaining unpaid after the due date.
11. Attachments. Any Attachments attached hereto are deemed incorporated into this Agreement as if fully set forth herein.
12. Severability. If any term or condition of this Agreement is deemed to be invalid or unenforceable, all remaining terms and conditions shall nonetheless remain in full force and effect.
13. Assignment. Neither party may assign this Agreement without the prior written consent of the other, except that either party may assign this Agreement to any of its affiliated companies without such consent or may assign this Agreement in any event of the sale by such party of all or substantially all its assets to an assignee, provided that the assignee assents in writing to all terms and conditions hereof and further provided that scope, level, volume and nature of service to be provided to or by assignee are not materially changed.
14. Exclusivity. This Agreement is not exclusive to Customer and ComplyTraq may enter into similar agreements with others.
15. Third Party Beneficiaries. This Agreement is intended for the benefit of, is binding upon and may be enforced solely by the parties hereto and their successors and permitted assigns and no third party shall have any rights in connection with this Agreement.
16. Restriction on Employment. Neither party may hire any employee of (or contractor/consultant to) the other party engaged in fulfilling the terms of this Agreement without the prior written consent of such other party.
17. Choice of Law and Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SOLE AND EXCLUSIVE LAW, JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF NEW JERSEY, COUNTY OF MERCER, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES.
18. Force Majeure. Performance by either party may be subject to interruption and delay due to causes beyond their reasonable control such as acts of God, government, weather, fire, power or telecommunications failure, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications. Neither party shall be liable to the other for any delay or failure to perform which results from causes outside its reasonable control.
19. Cure Periods. Unless specified otherwise, no termination for breach of any term or condition hereof shall be effective without providing written notice of such and offering a thirty (30) day opportunity to cure.
20. Audits. During the Term of this Agreement and continuing for one (1) year after termination, ComplyTraq may at any time, after reasonable prior written notice and at mutually convenient times during normal business hours, audit Customer’s compliance with the provisions of this Agreement and the legal requirements applicable to it.
21. Continuation of Confidentiality. Notwithstanding anything referenced herein to the contrary, the duty of confidentiality to which the parties to this Agreement are bound, shall continue in full force and effect for three (3) years after the date of any termination of this Agreement.
22. Entire Agreement. This Agreement, together with any Recitals set forth above and any Attachments attached hereto, incorporated herein by reference, constitutes the entire agreement between ComplyTraq and Customer with regard to the subject matter contained herein and supersedes all other existing or contemporaneous agreements, writings, communications or understandings between the parties concerning such subject matter, whether written or oral. There are no warranties, representations or agreements of the parties with respect to the subject matter of this Agreement, other than those set forth herein.
23. **Document Approval**

ComplyTraq and Customer certify that the terms on all pages have been read and that each party agrees to the terms of this Agreement and Fee Schedule as written on behalf of his / her business and represents that he / she is authorized to accept this Agreement on behalf of the party so indicated.

By the parties’ electronic submission, which shall constitute legal, valid and binding marks, with the same force and effect as a physically signed original, ComplyTraq and Customer agree, acknowledge and consent to the terms of this Agreement and Fee Schedule and to the electronic delivery and acceptance thereof and all exhibits, documents, notices, updates, addenda and amendments related thereto, as well as any other documents to be delivered by ComplyTraq during the Term of this Agreement. ComplyTraq and Customer acknowledge that this Agreement and Fee Schedule may exist in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Customer understands that it will need a valid e-mail address and access to the Internet, as well as the appropriate software and/or programs, including, but not limited to, Adobe Acrobat, in order to access this Agreement and Fee Schedule electronically. Customer also understands that it may update its information, obtain a full description of systems requirements, revoke this consent, or request one or more paper documents at any time by contacting ComplyTraq in writing.