**On-Site Inspection Agreement**

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

**WHEREAS:**

* Inspector performs “On-Site Inspections” (as hereinafter defined) of businesses that desire, among other things, access to consumer credit and other highly sensitive information, and other data (“Reports”) governed by laws such as the Fair Credit Reporting Act, 15 U.S.C. § 1681 et. seq., (“FCRA”), as amended by the Fair and Accurate Credit Transactions Act of 2003 (“FACTA”), the Gramm-Leach-Bliley Act of 1999 (“GLBA”), the Driver Privacy Protection Act (“DPPA”), the laws of the applicable state issuing Motor Vehicle Records (“MVRs”), the requirements of the national consumer credit bureaus, credit reporting agencies and other data repositories (“Repositories”) providing access to the Reports; as well as all other applicable local, state and federal laws governing access to the Reports;
* ComplyTraq has customers (“Customers”), which require On-Site Inspection services;
* ComplyTraq, having determined that Inspector’s On-Site Inspection services are well-suited for its Customers, desires to use Inspector’s On-Site Inspection services for its Customers;
* Inspector agrees to provide On-Site Inspection services in accordance with the terms herein; and
* ComplyTraq intends to pay Inspector for its On-Site Inspection services, as set forth below.

**NOW THEREFORE**, for valuable consideration and the mutual promises and covenants herein between ComplyTraq and Inspector (individually a “Party” and together the “Parties”), the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Effective Date.** This Agreement shall be deemed effective upon Inspector’s receipt and/or electronic acceptance and submission of same, whichever is earlier, (the “Effective Date”) and Inspector agrees to begin providing On-Site Inspection services to Customers, within fifteen (15) business days thereafter, unless Inspector notifies ComplyTraq in writing within seventy-two (72) business hours after the Effective Date, of Inspector’s disinterest in proceeding pursuant to the terms herein.
2. **On-Site Inspections.** “On-Site Inspections” means: visiting the location of ComplyTraq’s Customers; taking at minimum, five (5) clear pictures of the premises, inside and outside; interviewing employees; observing the business; strictly adhering to the On-Site Inspector Guidelines attached hereto and incorporated herein by reference; and fully completing and returning the On-Site Property Observation Request form attached hereto and incorporated herein by reference, along with all pictures and other required materials. By entering into this Agreement, Inspector shall retain no US or international copyright or any other rights, title or interest in any intellectual property, pictures, forms or documentation, such being fully transferred, conveyed and assigned to and vesting solely in ComplyTraq as a work made for hire, throughout the universe in perpetuity.
3. **Procedure.** On an as needed basis during the “Term” (as hereinafter defined) of the Agreement, ComplyTraq will provide Inspector with the name, address, contact and phone number of the Customers requiring On-Site Inspections.
4. **Payment Schedule.** For each On-Site Inspection satisfactorily performed, ComplyTraq shall remit to Inspector $(the “Payment”), for each On-Site Inspection fully completed and promptly returned to and received by ComplyTraq. If notified by ComplyTraq in advance and in writing, via mail, fax, email or website posting, Payments may be increased or decreased by ComplyTraq, in its sole discretion, on a case-by-case basis, depending on the type, location or circumstances involved in each particular On-Site Inspection. Upon reasonable prior written notice via mail, fax, email or website posting, ComplyTraq may change the Payment Schedule. On-Site Inspections performed prior to the effective date of such notice of change shall be entitled to Payment according to the previous Payment Schedule.
5. **Monthly Reporting and Payments.** Within two (2) weeks after the end of the corresponding period in which the On-Site Inspection was completed and results returned to and received by ComplyTraq, (either the first through the fifteenth of the month or the sixteenth through the last day of the month), ComplyTraq will remit the Payment due to the Inspector via regular check, along with a report detailing the calculations of such.
6. **Expenses.** All expenditures of any nature that may be incurred by Inspector in connection with this Agreement are expenses of the Inspector and ComplyTraq shall have no liability therefore. ComplyTraq may, at its sole option, provide to the Inspector, at no charge, advertising and promotional materials about ComplyTraq.
7. **Taxes.** Inspector will assume responsibility for and pay all applicable state, local, federal sales or other taxes based on Inspector’s net income, which result from the services provided hereunder.
8. **Security and Privacy.** Inspector and ComplyTraq acknowledge and warrant as applicable, to abide by all local, state and federal laws, including, but not limited to, the FCRA and to take all reasonable precautions to ensure that the information herein and obtained during the On-Site Inspection in relation to the Customers or consumers, will be held in strict confidence.
9. **Term and Termination.** The Term of this Agreement will begin as of the Effective Date indicated above and continue indefinitely (the “Term”). Either Party shall have the right to terminate this Agreement at any time and for any reason, after 30 days prior written notice to the other Party. No termination will affect the obligations of either Party agreed to prior to the date of termination.
10. **Assignment and Modifications.** Obligations and rights of the Inspector under this Agreement may not be Assigned, transferred amended or modified without the prior written consent of ComplyTraq.
11. **Choice of Law and Venue.** THE SOLE AND EXCLUSIVE LAW, JURISDICTION AND VENUE OF THE STATE OF NEW JERSEY SHALL GOVERN THIS AGREEMENT WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES.
12. **Notice.** Except as otherwise set forth herein, all notices shall be given in writing and mailed Registered or Certified U.S. mail, return receipt requested or sent via overnight courier service or by hand delivery to a Party’s principal place of business. The date of receipt shall be deemed to be the effective date of the notice.
13. **General.**
14. **Counterparts.** This Agreement may be in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
15. **Recitals.** The above referenced Recitals are incorporated herein by reference as if set forth herein in full.
16. **Headings.** Section headings in this Agreement are for convenience purposes only.
17. **Attachments.** Attachments referred to herein, are hereby incorporated by reference as if set forth in full.
18. **Waiver.** A Party’s failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the current or future validity or enforceability of that or any other provision of this Agreement.
19. **Severability.** Judicial determination that any provision of this Agreement is invalid in whole or in part shall not affect the enforceability of any other provision.
20. **Relationship of the Parties.** The Parties intend that an independent contractor relationship will be created by this Agreement and that no partnership, joint venture or employee/employer relationship is intended.
21. **Authorized Representatives.** Each Party performing hereunder warrants that it has the requisite authority to do so and agrees that doing so indicates that it has read, understood and agreed to abide by the terms herein.
22. **Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform, which results from causes outside its reasonable control.
23. **Confidentiality.** Inspector will treat as confidential and proprietary, any and all documentation, source code, object code, hardware, software, web site, pricing or business information belonging to ComplyTraq, its parent, subsidiaries, and their officers, directors, members and employees, as well as the Customer or consumer information obtained while conducting On-Site Inspections, including pictures and forms (collectively the “Information”). Inspector acknowledges that the Information, as it may exist from time to time, is a highly valuable, proprietary and unique asset. Inspector shall not disclose, both during and after the Term of this Agreement, the terms or existence of this Agreement and any Information that is not otherwise available to the public.
24. **Indemnity.** Each Party agrees to indemnify, defend and hold the other harmless from and against any and all threats, claims, losses, liabilities and expenses (including reasonable attorneys' fees) related to or arising out of this Agreement, made by third parties against the non-breaching Party, for the acts or omissions of the breaching Party.
25. **Injunctive Relief.** Each Party shall have, in addition to any other relief at law or in equity, the right to injunctive relief to redress any breach of this Agreement by the other Party.
26. **Background Check.** In accordance with Repository and ComplyTraq polices and applicable law, Inspector acknowledges and agrees by its electronic signature, that ComplyTraq may initially and periodically conduct a Principal criminal and consumer credit background check and other certification of Inspector and its business in conjunction with this Agreement. In turn, Inspector understands that any negative information found may determine whether or not Inspector begins or continues to perform services for ComplyTraq hereunder.
27. **Electronic Acceptance.** By its electronic submission, which shall constitute a valid and binding mark, with the same force and effect as a physically signed original, Inspector agrees, acknowledges and consents to the terms of this Agreement 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. Inspector 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 electronically. Inspector 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 Inspector in writing.
28. **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and may not be modified except upon the written consent of both Parties. Inspector acknowledges that in entering into the Agreement, Inspector is not relying upon any representation or statement of fact made by ComplyTraq, which is not contained herein.