

# K-LAK CORPORATION EMPLOYMENT SCREENING SERVICES

## Customer Service Agreement

### Customer Subscriber's Agreement

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**Customer Subscriber's Service Agreement**, entered into as of \_\_\_\_\_, 20\_\_\_\_ by **K-LAK Corporation** (Hereinafter referred to as K-LAK) and \_\_\_\_\_  
(Customer)

**K-LAK Corporation** and Customer agree as follows:

**Services.** K-LAK shall furnish to Customer, on request, employment information stored in K-LAK with appropriate identifying information as to itself and the consumer inquired upon. Employment information on consumers will be furnished in fax, written, mailed or internet form.

**Customer charges.** Customer's agree to pay K-LAK the applicable charge prevailing for the various services rendered to Customer. Such charges will be specified in K-LAK's published Price Schedule or Proposal and are subject to change upon thirty (30) days notice to Customer. The Customer is entitled to all services rendered through K-LAK Corporation. This agreement can be terminated if the Customer is not totally satisfied.

**Federal Laws.** As provided under the State and Federal Fair Credit Reporting Act, (FCRA) Customer agrees to abide in accordance with the Federal law. All credit and criminal reports must be signed for and authorized by the applicant on an authorization form prior to obtaining a credit report. Applicant has the rights to inquire his/her own reports, only directly through any of the National Credit Bureaus.

**Mutual Indemnification.** Customer shall indemnify, defend and hold K-LAK, Experian, Trans Union, Equifax and other agencies harmless from and against any and all claims, cost and liabilities based on the improper use by Customer's failure to obtain proper Authorization. K-LAK shall indemnify, defend and hold the Customer harmless from and against any and all costs, claims and liabilities which may be asserted against Customer based on the improper use by K-LAK credit or criminal information furnished to K-LAK by Customer.

**Terms.** Current monthly invoice statements will itemize only those reports ordered during a thirty-(30) day period. Customers agree to pay K-LAK Corporation on or before the due date. If Customer's payments are thirty (30) days delinquent from the due date, a 1.5% per month @ 15% per year will be assessed to the amount past due in addition to the invoice. Past due accounts are subject to termination and collection.

**Duties.** K-LAK will exercise its best effort to deliver credit or criminal information requested by Customer in an expeditious and efficient manner but it shall have no obligation or liability to Customer for any delay or failure of K-LAK in its performance under this Agreement.

**Taxes.** The prices and rates for the Services do not include applicable federal, state or local taxes. Customers will be solely responsible for all federal, state, and local taxes levied or assessed in connection with K-LAK performance of Services, other than income taxes assessed with respect to K-LAK's not income. K-LAK may separately reflect on its invoices to Customer the amount of any taxes paid by K-LAK on Customer's behalf, and Customer shall pay K-LAK for such amounts.

K-LAK shall use good faith in obtaining and assembling consumer credit and criminal information from sources deemed reliable, but does not guarantee the accuracy of any information reported.

**K-LAK makes no warranties, express or implied, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose, respecting the accuracy of any information furnished by K-LAK to the customer or to any customer of the consumer.** In no event shall K-LAK, Experian, Trans Union & Equifax be liable to the Customer in any manner whatsoever for any loss or injury to the Customer resulting from the obtaining or furnishing of consumer reports or information. Customer further agrees to indemnify, defend and hold K-LAK, Experian, Trans Union, Equifax and its affiliates and divisions and their respective officers, directors, employees, agents, shareholders, and independent contractors harmless from any and all claims, losses and damages arising out of the issuance of such reports or information or the failure of Customer to keep and perform any of its obligations set forth herein or as may be required by law.

If K-LAK takes any action to enforce this Customer Service Agreement or to secure payment of any amount due from Customer to K-LAK, Customer will be liable for all legal and other costs and expenses incurred by K-LAK, including but not limited to reasonable attorneys' fees as provided by law.

The Customer will keep all reports, whether oral or written, strictly confidential, and except as required by law, reveal no information from such reports to any other person except any person whose duty requires him or her to participate in the decision for the transaction for which the report was ordered. If the person being reported upon or his authorized representative requests information concerning the report, such request will be honored and forwarded to K-LAK in accordance with the Act or other applicable laws. The Customer agrees to fully cooperate with and assist K-LAK, and to provide any pertinent information K-LAK may request, in connection with any reinvestigation or verification of information concerning an individual.

The Customer recognizes that information in reports prepared by K-LAK, Experian, Trans Union, Equifax and other its affiliates and divisions, or subcontractors is obtained from and processed by fallible sources (human and otherwise) and that for the fee charged, K-LAK cannot be held liable, either as an insurer or a guarantor, for the accuracy of the information reported. Customer agrees to release, defend and hold K-LAK, Experian, Trans Union, Equifax and its affiliated companies and divisions, and their respective officers, directors, agents, employees, shareholders and independent contractors harmless from liability for any alleged negligence, but not for willful misconduct, in connection with the preparation, submission or dissemination of any report or any information contained in any such report from K-LAK and from any loss or expense, including actual, incidental or consequential damages, alleged to be suffered by Customer resulting directly or indirectly from a report prepared or distributed by K-LAK or any of its affiliated companies and divisions under the terms of this Agreement.

The parties acknowledge the special and unique purposes of this Agreement and, therefore, agree that, notwithstanding any other provision to the contrary, neither this Agreement nor any of the rights or obligations hereunder shall be assignable by Customer without the prior written consent of K-LAK, which consent shall not be unreasonably withheld.

This Agreement shall be construed under and in accordance with Delaware law.

The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

This Agreement contains all of the understandings of the parties hereto and any amendment hereof must be in writing signed by both parties. This Agreement is binding upon the parties and their respective successors, heirs or assigns.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE PARTIES COVENANT AND AGREE THAT IN THE EVENT OF ANY ALLEGED BREACH BY K-LAK UNDER THIS AGREEMENT, K-LAK'S LIABILITY SHALL BE STRICTLY LIMITED TO THE FEE CHARGED TO AND PAID BY CUSTOMER FOR THE REPORTS GENERATED HEREUNDER BY K-LAK AND ALLEGED TO BE INACCURATE.

**ACKNOWLEDGMENT: By signing below, Customer hereby acknowledges the receipt of the Federal Trade Commission Notice to Users as prescribed by the Act and which accompanied this Agreement**

Customer's type of business: \_\_\_\_\_

Purpose for which reports will be used. \_\_\_\_\_

Customer Subscriber Code: \_\_\_\_\_

**In Witness Whereof.** K-LAK and Customer have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Customer: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature) (Title)

ACCEPTED: K-LAK Corporation (DBA) Credit Information Services - Post Office Box 7033, Wilmington, DE 19803

Date: \_\_\_\_\_ By \_\_\_\_\_  
(Signature) (Title)

## PERSONAL GUARANTEE ADDENDUM

The undersigned individual, being employed by and/or financially interested in the Subscriber identified below, and in consideration of K-LAK Corporation entering into a service agreement and related contracts ("Agreements") with such Subscriber, personally and individually guarantees all payment due to K-LAK Corporation by Subscriber under said agreements. The undersigned waives presentment, protest, demand and notice of dishonor or default in connection with this guarantee and any payments due by Subscriber under the Agreements, and the individual expressly recognizes that this Guarantee creates personal obligation, and that any default under this Guarantee may be reflected on the undersigned's personal credit file. The undersigned further expressly acknowledge the right of K-LAK Corporation to check the undersigned's personal credit file and/or other financial references.

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Signature: \_\_\_\_\_

### \*\*\*\*\* IMPORTANT \*\*\*\*\*

In the event that your employment or relationship with the above reference Subscriber should terminate, it is your responsibility to notify K-LAK Corporation in writing, so that we may secure another personal guarantor. Otherwise, this Guarantee remains binding against you until you are released from this Guarantee by K-LAK Corporation in writing.

## MISCELLANEOUS

**Publicity:** Except as specifically permitted by K-LAK Corporation in writing, under no circumstances will Applicant disclose to any third party, directly or indirectly, the terms and conditions of this Contract. Any marketing materials containing information advertising this service or availability of service must be approved in writing prior to usage.

**Excusable Delays:** No party will be liable to the other for any delay or failure in its performance of any of the acts required by this Contract (other than for payment obligations hereunder) if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.

**Liability & Hold Harmless:** K-LAK Corporation, Experian, Trans Union Equifax and other agency and its officers, directors or employees, or and other persons associated therewith do not make any warranties either express or implied in relation to the information provided to Customer pursuant to the Contract, including but not limited to accuracy or correctness of the information. The Customer will indemnify, defend and hold harmless K-LAK Corporation, Experian, Trans Union Equifax and other agencies and its officers, directors, employees and other persons associated with any claims, causes of action, collection fees or court costs in connection with any claim or demand against K-LAK Corporation, Experian, Trans Union Equifax and other agencies.

**Contract in Entirety:** This Contract (including the exhibits, amendments and addenda hereto which are incorporated herein by this reference) sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous letters of intent, agreements, covenants, negotiations, arrangements, communications, representations, understandings or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto. There are no other understanding, statements, promises or inducements, oral or otherwise, contrary to the terms of the Contract.

Date: \_\_\_\_\_

Customer: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email \_\_\_\_\_

Bank Reference: \_\_\_\_\_

Trade Reference: \_\_\_\_\_

Is Customer now or ever has been a subscriber of K-LAK Corporation Yes ( ) No ( )

If so, what name is (was) subscription issued? \_\_\_\_\_

Dates of other (previous) subscription: From: \_\_\_\_\_ To: \_\_\_\_\_

Person(s) to be in charge of ordering services: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ACCESS SECURITY REQUIREMENT

We must work together to protect the privacy and information of consumers. The following information security measures are designed to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to employ an outside service provider to assist you. Capitalized terms used herein have the meaning given in the Glossary attached hereto. The credit reporting agency reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security.

In accessing the credit reporting agency's services, you agree to follow these security requirements:

### **1. Implement Strong Access Control Measures**

- 1.1 Do not provide your credit reporting agency Subscriber Codes or passwords to anyone. No one from the credit reporting agency will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have credit reporting agency Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3 You must request your Subscriber Code password be changed immediately when:
  - any system access software is replaced by system access software or is no longer used;
  - the hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect credit reporting agency Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.7 Keep user passwords Confidential.
- 1.8 Develop strong passwords that are:
  - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10 Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to credit information.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.14 Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information.
- 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

## **2. Maintain a Vulnerability Management Program**

- 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
  - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
  - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
  - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
  - Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
  - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
  - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
  - Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

## **3. Protect Data**

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2 All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4 Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- 3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

## **4. Maintain an Information Security Policy**

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.

- 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

## **5. Build and Maintain a Secure Network**

- 5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
- 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
- 5.4 Any stand alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.
- 5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

## **6. Regularly Monitor and Test Networks**

- 6.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- 6.2 Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access credit reporting agency systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
  - protecting against intrusions;
  - securing the computer systems and network devices;
  - and protecting against intrusions of operating systems or software.

**Record Retention:** *The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 5 years. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 5 years. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.*

*“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 \$2,500 per violation.”*

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Signature/Title

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Date



**K-LAK CORPORATION**  
**SUBSCRIBER'S PERMISSIBLE PURPOSES RESPONSIBILITY**

The Subscriber is a \_\_\_\_\_ and has a permissible purpose for obtaining consumer reports, as defined by Section §604 of the Federal Fair Credit Reporting Act (FCRA - 15 USC 168 1b) as amended by the Consumer Credit Reporting Reform Act of 1996, hereinafter called "FCRA." The End User certified their permissible purpose as:

1. K-LAK Corporation has access to consumer reports from Experian, Trans Union, Equifax and other agencies.
  2. In connection with a credit/employment transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or
  3. In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where **written permission of the consumer has been obtained**; or
  4. In connection with a tenant screen application involving the consumer; or
  5. In accordance with the written instructions of the consumer; or
  6. For a legitimate business need in connection with a business transaction that is initiated by the consumer; or
  7. As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.
- A. The Subscriber certifies that it will request consumer and employment reports pursuant to procedures prescribed by K-LAK Corporation from time to time only for the permissible purpose certified above, and will use the reports obtained for no other purpose.
- B. Subscriber will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry
- C. 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, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
- D. Subscriber shall agree to use Consumer or Employment Reports only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties; provided, however, that Subscriber may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report.
- E. With just cause, such a delinquency or violation of the terms of this contract or a legal requirement, K-LAK Corporation may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **SUBSCRIBER'S AGREEMENT FOR CONSUMER EMPLOYMENT REPORTS**

K-LAK Corporation has access to consumer reports from Experian, Trans Union, Equifax and other agencies. If your business intends to request credit criminal information for employment screening purposes, please read this agreement carefully. This report differs from the Experian, Trans Union, Equifax and other agencies' Credit Reports by suppressing information that is not applicable to an employment decision or may inadvertently violate an equal opportunity law. Suppressed information includes account numbers, year of birth, and spouse references depending on the Bureau.

The Reform Act added to the Fair Credit Reporting Act ("FCRA") a new section §604 (b), governing the use of consumer reports for employment purposes. This membership packet includes the necessary documents to comply with the new law and to implement appropriate internal procedures.

The FCRA essentially mandates four conditions on credit report for employment purposes:

- I. Before pulling a credit or criminal reports, the end user must provide a "clear and conspicuous" written disclosure to the consumer in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes, and obtain a written authorization from the consumer to pull his or her credit report;
  - II. Before taking any adverse actions based in whole or in part on the credit or criminal reports, the end user must provide the consumer a copy of the report, and a written summary of the consumer's rights as proscribed by the FCRA;
  - III. The Subscriber must certify to the credit reporting agency/K-LAK Corporation that in addition to complying with #1 and #2 above, the report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; and
  - IV. Subscriber must provide a copy of the Summary of Consumers Rights to the applicant.
1. Subscriber is a \_\_\_\_\_ and has a need for consumer credit or criminal information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
  2. Subscriber shall request Consumer or Criminal Report for Employment Purposes pursuant to procedures prescribed by K-LAK Corporation from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as a employee, and for no other purpose.
  3. Subscriber certifies that it will not request a Consumer Report for Employment Purposes unless:
    - A. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment.
    - B. The consumer has authorized in writing the procurement of the report; and
    - C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
  4. Subscriber further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer:
    - A. A copy of the Consumer Report for Employment Purposes; and
    - B. A copy of the consumer's rights, in the format approved by the FTC, which notice shall be supplied to Subscriber by K-LAK Corporation.

5. Subscriber agrees that it shall use Consumer Report for Employment Purposes only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties not involved in the current employment decision.
6. Subscriber will maintain copies of all written authorization for a minimum of three (3) years from the date of inquiry.
7. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, K-LAK Corporation may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

**ACKNOWLEDGMENT: By signing below, Customer hereby acknowledges the receipt of the Federal Trade Commission Notice to Users as prescribed by the Act and which accompanied this Agreement**

Customer's type of business: \_\_\_\_\_

Purpose for which reports will be used. \_\_\_\_\_

Customer Subscriber Code: \_\_\_\_\_

**In Witness Whereof.** K-LAK and Customer have caused this Agreement for consumer and employment reports to be executed by their duly authorized representatives as of the date first above written.

Customer: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature) (Title)

ACCEPTED: K-LAK Corporation (DBA) Credit Information Services - Post Office Box 7033, Wilmington, DE 19803

Date: \_\_\_\_\_ By \_\_\_\_\_  
(Signature) (Title)

## SUBSCRIBER'S AGREEMENT FOR CONSUMER EMPLOYMENT REPORTS (ADDENDUM)

The undersigned Subscriber \_\_\_\_\_ desires to use the employment screening services of K-LAK Technical Enterprises, Inc. dba K-LAK Corporation is made this day of \_\_\_\_\_, 20\_\_\_\_\_, and agrees that all reports ordered, submitted and/or used will be in accordance with the following terms and conditions in this Customer Service Agreement ("Agreement"):

1. The Subscriber and K-LAK agree to comply with all laws and regulations, including, without limitation, the Fair Credit Reporting Act, as amended ("Act") as may be applicable to consumer reporting. The Subscriber further agrees to comply with and abide by the policies and procedures set forth in the K-LAK Operating Guide.
  
2. All information received by Customer will be used exclusively by Customer and, as **certified** hereby, will be requested from Employment Screening Service (ESS) only for a permissible purpose, as defined by the Act, and **checked below**, and for no other purpose:
  - Employment purposes;
  - In connection with a legitimate business transaction initiated by the consumer (e.g. tenant screening);
  - In connection with the underwriting of insurance involving the consumer; orIn connection with a determination of the 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.
  
3. When any report (i.e. credit, criminal, investigative) is ordered for **employment purposes**, the Subscriber **certifies** that: 1) the applicant has authorized, in writing, the procurement of the report(s); 2) the FCRA Notice, or substantially similar form, has been provided to and signed by the applicant; 3) the applicant has been provided with a copy of the FTC "Summary of Your Rights Under the Fair Credit Reporting Act," 4) via the FCRA Disclosure, or substantially similar form, the applicant has been provided with a clear and conspicuous disclosure, in writing, in a document consisting solely of the disclosure, stating that a consumer report may be obtained for employment purposes; 5) in the event any adverse action is to be taken which is based in whole or in part on the report(s), **before** taking such action, the applicant will be provided with a copy of the report(s) including the written summary of a consumer's rights under the Act; and 6) information from the report(s) will not be used in violation of any applicable federal or state equal opportunity law or regulation.

Further, and with respect only to *investigative consumer reports* ordered for a permissible purpose *other than employment*, in lieu of steps 3, 4 and 5 herein above, and in addition to steps 1 and 2, Customer **certifies** that 4a) upon the applicant's written inquiry received within a reasonable period of time after the applicant's receipt of the FCRA Notice, the applicant will, within 5 days after receipt of said inquiry, be provided with a written, complete and accurate disclosure of the nature and scope of the requested investigation; and, 5a) in the event any adverse action is taken based in whole or in part on the report(s), the applicant will be notified of such action in accordance with the Act. Each request for a report will be made in accordance with K-LAK Operating Guide and policies and shall be accompanied by the K-LAK CUSTOMER CERTIFICATION.

4. The Subscriber will keep all reports, whether oral or written, strictly confidential, and except as required by law, reveal no information from such reports to any other person except any person whose duty requires him or her to participate in the decision for the transaction for which the report was ordered. If the person being reported upon or his authorized representative requests information concerning the report, such request will be honored and forwarded to K-LAK in accordance with the Act or other applicable laws. The Subscriber agrees to fully cooperate with and assist K-LAK, and to provide any pertinent information K-LAK may request, in connection with any reinvestigation or verification of information concerning an individual.

5. The Customer recognizes that information in reports prepared by K-LAK, its affiliates and divisions, or subcontractors is obtained from and processed by fallible sources (human and otherwise) and that for the fee charged, ESS cannot be held liable, either as an insurer or a guarantor, for the accuracy of the information reported. Customer agrees to release, defend and hold K-LAK, Experian, Trans Union, Equifax and other agencies and its affiliated companies and divisions, and their respective officers, directors, agents, employees, shareholders and independent contractors harmless from liability for any alleged negligence, but not for willful misconduct, in connection with the preparation, submission or dissemination of any report or any information contained in any such report from K-LAK and from any loss or expense, including actual, incidental or consequential damages, alleged to be suffered by Customer resulting directly or indirectly from a report prepared or distributed by K-LAK or any of its affiliated companies and divisions under the terms of this Agreement.
6. Customer understands that the Act provides that any person who knowingly and willfully obtains information on an individual from a "consumer reporting agency", like K-LAK, under false pretenses shall be subject to criminal fine and/or imprisonment, and that willful or negligent noncompliance may result in civil liability.
7. Customer agrees that it will not distribute, disseminate or sell any information received from K-LAK to any third party without the prior written consent of K-LAK and having executed an K-LAK Service Agreement. Customer's employees shall not obtain reports on themselves, their associates or any other person except in the exercise of their official duties on behalf of Customer and subject to all other terms and conditions contained herein.
8. The Subscriber agrees to indemnify, defend and hold K-LAK, Experian, Trans Union, Equifax and other agencies and its affiliated companies and divisions, and their respective officers, directors, agents, employees, shareholders and independent contractors harmless on account of any and all claims, demands, suits, actions, costs, expenses (including reasonable attorney fees), damages and causes of action arising, or alleged to arise, as a result of Customer's breach of, or failure to observe, any of the duties and obligations referenced herein or as may be required by law.
9. This Agreement shall continue in force from year to year without the necessity of renewal, but may be canceled by either party by giving thirty (30) days notice in writing; provided, however, if Customer is delinquent in the payment of any obligation to K-LAK or either party violates any of the terms or conditions hereof, the party not at fault may, at its election, cancel this Agreement immediately upon written notice mailed or telecopied to the other party.
10. The parties acknowledge the special and unique purposes of this Agreement and, therefore, agree that, notwithstanding any other provision to the contrary, neither this Agreement nor any of the rights or obligations hereunder shall be assignable by Customer without the prior written consent of K-LAK, which consent shall not be unreasonably withheld.
11. This Agreement shall be construed under and in accordance with Delaware law.
12. The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
13. This Agreement contains all of the understandings of the parties hereto and any amendment hereof must be in writing signed by both parties. This Agreement is binding upon the parties and their respective successors, heirs or assigns.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE PARTIES COVENANT AND AGREE THAT IN THE EVENT OF ANY ALLEGED BREACH BY K-LAK UNDER THIS AGREEMENT, K-LAK'S LIABILITY SHALL BE STRICTLY LIMITED TO THE FEE CHARGED TO AND PAID BY CUSTOMER FOR THE REPORTS GENERATED HEREUNDER BY K-LAK AND ALLEGED TO BE INACCURATE.

**ACKNOWLEDGMENT:** By signing below, Customer hereby acknowledges the receipt of the Federal Trade Commission Notice to Users as prescribed by the Act and which accompanied this Agreement.

**In Witness Whereof.** K-LAK and Customer have caused this Agreement for consumer and employment reports to be executed by their duly authorized representatives as of the date first above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name

ACCEPTED: K-LAK Corporation (DBA) Credit Information Services - Post Office Box 7033, Wilmington, DE 19803

Date: \_\_\_\_\_ By \_\_\_\_\_

## **K-LAK CORPORATION VERIFY AND INVESTIGATE POLICY**

The K-LAK Corporation and its employees, affiliates, divisions and/or subcontractors and Subscriber's shall comply with the Federal Fair Credit Reporting Act (FCRA), Enacted October 26, 1970; Reform Act of 1996, Last amended June 30, 2003, U.S.C. § 1681 et seq).

All potential Subscriber's who request information for K-LAK Corporation services will be investigated to ensure that it 1) identifies type of business location; 2) will be accessing information for purposes allowed by the Federal Fair Credit Reporting Act and K-LAK Corporation requirements and policy; 3) is an acceptable business type; 4) is a bona fide business entity; 5) has knowledge of the FCRA; and 6) provides access security. Each of the following tasks must be documented and made available to K-LAK Corporation upon request for auditing purposes.

### **For all Subscribers:**

- A.1 K-LAK will maintain completed and signed Subscriber's application and agreement. The Subscriber's must provide the following:
- ◆ Describe the specific purpose(s) for which the credit or criminal information will be used
  - ◆ Describe their type of business
  - ◆ Acknowledge the responsibilities under FCRA
  - ◆ Acknowledge the responsibilities for access security
  - ◆ Certify that the Subscriber is the End User and will not further sell the information
- A.2 K-LAK will verify the Subscriber's business location type, commercial or residential.
- A.3 K-LAK will verify telephone listing with competent authority. (directory assistance or a copy of the current yellow pages advertisement)
- A.4 K-LAK will verify that the Subscriber is a bona fide business entity, conducting business as disclosed on the application and is properly licensed based on local laws. Acceptable Subscriber's documents:
- ◆ Business license, copy or documented verification with issuing authority; or
  - ◆ Articles of Incorporation; or
  - ◆ Business banking reference; or
  - ◆ Corporation verification with state or federal government; or
  - ◆ Sales tax records; or
  - ◆ State and/or federal tax records.

### **For all Subscribers, the following additional steps will be performed:**

- B.1 All business premises will check thoroughly. A physical inspection of the Subscriber's business premises provides the best information to validate the requirement and is the recommended method. Listed are methods to complete this requirement:
- ◆ Conduct a personal inspection of the business premises using an approved inspection form; or
  - ◆ Contract with a commercial vendor to perform the physical inspection using and approved inspection form; or
  - ◆ Verify the business lease, (obtain a copy of the lease or written verification from the landlord)

**If the Subscriber intends to access credit information for employment purposes:**

B.2 The Subscriber must sign and return the Consumer Employment Reports, or the equivalent, to K-LAK Corporation.

**Subscriber's operating from a residence**

When a Subscriber is operating from a residence, a more in-depth investigation is required due to the greater security risk from casual disclosure or access, and the mobility of the business. More stringent documentation is also reasonable with these Subscriber(s). Each Subscriber must be identified as operating from a residence and K-LAK Corporation will monitor these account(s). In addition to requirement A.1 through A.4 the following items required to further document the Subscriber:

- C.1 MANDATORY physical inspection, specifically designed to address hours of operation, physical separation, from living quarters and security measures restricting access for business needs only. This is a material requirement of the Agreement.
- C.2 Verify corporation and sole proprietorship with state or federal government
- C.3 Verify business licenses from county or state government or fictitious name application
- C.4 Verification of business or vendor references
- C.5 Business has separate business phone, listed in the name of the business
- C.6 Subscriber's must be assigned an subordinate subscriber code and password
- C.7 Check the Internet to determine if the prospective customer has a web page. If the Prospective customer does have a web page, this page will be viewed to verify that the information on the web page is compatible with purported business, that the prospective Subscriber is not an Unauthorized User, and that the prospective Subscriber is a legitimate business.
- C.8 Annual inspections and update application and service agreement is a requirement.
- C.9 Business hours of operation.

**National/Regional Companies**

National/Regional Companies are well known publicly and respected. Requirements number A.4 and B.1 above are waived for these companies. A master agreement may be put into place with additional branch or department membership opened.

- D.1 Branch Subscriber's information
  - ◆ Location type
  - ◆ Corporation authentication of request
  - ◆ Permissible Purpose
  - ◆ Business type
  - ◆ FCRA Requirement Acknowledgment
  - ◆ Access Security Requirement Acknowledgment
  - ◆ Facility inspection



**Note: Subscriber's are limited to accessing K-LAK Corporation information only for the purposes for which you have indicated on your Subscriber's application and service agreement. Changes to your agreement must be made in writing and approved by K-LAK Corporation prior to expanding your access privileges.**

**In Witness Whereof.** K-LAK and Customer have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name

ACCEPTED: K-LAK Corporation (DBA) Credit Information Services - Post Office Box 7033, Wilmington, DE 19803

Date: \_\_\_\_\_ By \_\_\_\_\_

***For questions, please call our office located at: 508 Philadelphia Pike, Suite B, Post Office Box 7033, Wilmington, Delaware 19803, (302) 764-5826, between 9:00 am to 5:00 pm., Monday thru Friday.***

# USER SERVICE AGREEMENT

This Agreement is made and entered into as of \_\_\_\_\_, 20 \_\_\_\_\_ "Effective Date", by and between K-LAK Corporation and ("Customer Name and Address") \_\_\_\_\_

The Subscriber is a \_\_\_\_\_ ("Type of Business") and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").

End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.

End User certifies that it will not request a Consumer Report for Employment Purposes unless:

- a. A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes;
- b. The consumer has authorized in writing the procurement of the report; and
- c. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:

- a. A copy of the Consumer Report for Employment Purposes; and
- b. A copy of the consumer's rights, in the format approved by the Federal Trade Commission.

End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.

End User will maintain copies of all written authorization for a minimum of five (5) years from the date of inquiry.

With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

**K-LAK CORPORATION**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name & title

\_\_\_\_\_  
Printed name & title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## .VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

Re: Vermont Credit Reporting Law, 9 V. S. A. Sec 248e-Contract Certification

This is to remind you of Vermont's Fair Credit Reporting statute, 9 V. S. A. Sec 248e, and Fair Credit Reporting rule CF 112, and to request your written certification that you are in compliance with the applicable section of this law.

Vermont's statutes and rules differ from the federal Fair Credit Reporting Act, and require a credit report user to obtain the consumer's consent prior to accessing a credit report.

Please sign the Certification and return to K-LAK Corporation along with the rest of the Customer Agreement and Application.

If you have any questions about your compliance with Vermont's credit reporting statutes and rules, or any other state or federal credit reporting law, they need to be directed to your legal counsel.

The undersigned \_\_\_\_\_ ("Customer"), acknowledges that is subscribers to receive various information services from Experian, Trans Union and Equifax via K-LAK Corporation In accordance with the Vermont Fair Credit Reporting Statute, 9 V. S. A. Sec 248e (1999), as amended (the "FCRA") And its other state law counterpart. In connection with Customer's continued use of Experian, Trans Union and Equifax Information services in relation to Vermont consumer, Customer hereby certifies as follows.

Vermont Certification: Customer certifies that it will comply with applicable provisions under Vermont law. In particular, Customer certifies that it will order information services relating to Vermont residents, that are credit reports a defined by the VFCRA, only after customer has received prior consumer consent in accordance with VFCRA Sec 2480e and applicable Vermont Rules. Customer further certifies that the attached copy of VFCRA Sec 2480e and applicable Vermont rules were received from Experian, Trans Union and Equifax via K-LAK Corporation.

Customer: \_\_\_\_\_

Signed by: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Account Number: \_\_\_\_\_

Please also include the following information:

Compliance officer or person responsible for credit reporting compliance:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## FCRA REQUIREMENTS

Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Enacted October 26, 1970; Reform Act of 1996, Last amended June 30, 2003, U.S.C. § 1681 et seq).

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We have included a copy of the FCRA with your membership kit. We suggest that you and your employees become familiar with the following sections in particular:

§ 604	Permissible Purposes of Reports
§ 607	Compliance Procedures
§ 615	Requirement on users of consumer reports
§ 616	Civil liability for willful noncompliance
§ 617	Civil liability for negligent noncompliance
§ 619	Obtaining information under false pretenses
§ 621	Administrative Enforcement
§ 623	Responsibility of Furnishers of Information to Consumer Reporting Agencies
§ 628	Disposal of records

Each of these sections is of direct consequence to users who obtain reports on consumers.

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

Experian, Trans Union and Equifax strongly endorses the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this laws and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected database have also been enacted. As prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal status and the statues and regulation of the states in which you operate.

***We support consumer reporting legislation that will assure fair and equitable treatment for all consumers and users of credit information.***

**COLORADO**  
**AFFIDAVIT OF INTENDED USE AND REQUESTOR RELEASE**

To obtain record(s), you must declare your intended use of record(s). If you are acting as an agent for an authorized user, you must identify the company or entity on whose behalf you are requesting the record(s).

**INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED PURPOSES:**

- By a business that will use the information to verify the accuracy of information submitted by individuals for the purposes of preventing fraud, pursuing legal remedies against or recovering a debt or security interest.
- By an insurer or insurance support agency in connection with claims, investigations, antifraud activities, rating or underwriting.
- By an employer/agent or insurer of a Commercial Driver License Holder.

**Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.**

SIGNATURE	DATE OF BIRTH	DATE
PRINTED NAME	TITLE	
NAME OF COMPANY REPRESENTED	REQUESTOR ADDRESS	

**\*This agreement must be renewed annually, prior to the anniversary date of this agreement.**

**STATE OF COLORADO  
DEPARTMENT OF REVENUE  
MOTOR VEHICLE BUSINESS GROUP**

**STATEMENT OF CONFIDENTIALITY  
FOR MOTOR VEHICLE AND/OR DRIVER RECORDS**

As an employee, officer, staff member, temporary employee or subcontractor of the Customer, you may have access to State of Colorado, Department of Revenue, Motor Vehicle Business Group ("State") official motor vehicle and/or driver records. The confidentiality of the information contained within these Records shall be maintained at all times. Record information shall not be distributed, sold or shared with any third party nor used by you in any way except as expressly authorized by the State. Disclosure of such information may be cause for legal action against you, the Vendor and any involved third party. The State shall not be in any way responsible for defense of any such action.

***Pursuant to C.R.S. 42-1-206, any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law shall be liable to any injured party for treble damages, reasonable attorneys' fees, and costs. Other civil and criminal laws may also apply.***

I hereby acknowledge that I am and shall remain in compliance with all State and Federal laws and the contractual terms and conditions between the Customer, K-LAK, and the State pertaining to the security and confidentiality of motor vehicle and driver records.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

## COLORADO DRIVER RECORD INFORMATION AGREEMENT

In order to access Colorado driver record information, the undersigned agrees as follows:

1. ***Affidavit of Intended Use.*** Prior to accessing Colorado driver record information, the undersigned must complete and return to K-LAK Corporation and its affiliates an “Affidavit of Intended Use” on a form prescribed by the State.

2. ***Use of Information.*** All information shall be requested only for this undersigned’s exclusive use. The undersigned shall not sell, assign, or otherwise transfer any information or portions of information obtained pursuant to this Agreement to any third party. Under no circumstances shall the undersigned use or permit others to use any information provided by the State for direct mail advertising or any other type or types of mail, mailings or solicitations. Driver record information supplied by the State shall not be used to create or update a file to be used by the undersigned to develop its own source of driver record information. Driver record information shall not be retained, stored, combined, and/or linked in with any other data on any database by the undersigned for any reason.

**Insurance clients who obtain CO records for the purpose of underwriting insurance are permitted to retain the CO records only for as long as is necessary to conduct insurance business. Employers may retain the information only in the employee’s employment history file.**

3. ***Security.*** The undersigned shall at all times maintain safeguards and procedures to ensure the security and protection of information furnished by the State and shall take all necessary steps to prevent the divulgence or use of such information in any form or manner not expressly permitted by this Agreement. Minimum security measures shall include controlling access to data storage and production areas, secure destruction of data and documents and other reasonable security measures determined to be necessary at the sole discretion of the State. Storage arrangements shall be subject to inspection or audit by the State or K-LAK.

4. ***Internet Prohibition.*** The undersigned agrees not to disseminate or publish on the Internet any information contained within driver records obtained from K-LAK.

5. ***Damages.*** In the event that the undersigned fails to comply with any requirement in this Agreement, K-LAK may immediately terminate such undersigned’s access to information. The undersigned shall indemnify and hold harmless K-LAK and its affiliates from any claims, losses or damages arising as a result of such failure to comply with this Agreement. In addition, in the event that the undersigned fails to comply with any requirement in this Agreement, the State may seek such other damages as the State might elect to pursue.

6. ***Audits.*** The undersigned acknowledges and agrees that the State, or an independent auditor selected by the State, or a representative of K-LAK may audit the undersigned’s performance under this Agreement. The undersigned agrees to cooperate fully with the auditors.

7. ***Compliance with Law.*** The undersigned agrees to comply with all federal and state laws and regulations (including but not limited to C.R.S. 42-2-121, 42-1-206 and 24-72-204(7), and the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*), local ordinances and State policies applicable to its work and shall procure, at its own expense, all licenses and all permits necessary for the fulfillment of its obligations.

8. ***Choice of Law.*** The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any actions between the parties for claims concerning this agreement shall be in the City and County of Denver, Colorado.

**Note: Subscriber's are limited to accessing K-LAK Corporation information only for the purposes for which you have indicated on your Subscriber's application and service agreement. Changes to your agreement must be made in writing and approved by K-LAK Corporation prior to expanding your access privileges.**

**In Witness Whereof.** K-LAK and Customer have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**K-LAK CORPORATION**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name & title

\_\_\_\_\_  
Printed name & title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date