

DIOGENES LLC Client Service Agreement For Employment Screening Services

Client Service Agreement entered into this month of _____, day _____, year _____, by

DIOGENES LLC Inc. and "Client" _____.

1. **DIOGENES LLC SERVICES.** DIOGENES LLC shall furnish to Client, on request, information set out in its service list and delivered by hard copy or electronic means. Client will provide DIOGENES LLC with appropriate identifying information as to itself, owners and officers of the business entity and other requested information. Sale or transfer of Client's business shall be disclosed in writing thirty (30) days prior to close of the transaction.
2. **DIOGENES LLC PERFORMANCE.** DIOGENES LLC will exercise its best efforts to deliver all information requested by Client in expeditious and efficient manner. DIOGENES LLC shall have no obligation or liability to Client for any delay or failure to deliver information caused or created by any third party that provides services, data or information to DIOGENES LLC.
3. **CLIENT USE LIMITATIONS.** Client is a _____ 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"): Client shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by DIOGENES LLC Inc. 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.
 - ◆ Client 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 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.
 - ◆ Client 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 Client by DIOGENES LLC Inc.
 - ◆ Client 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.
 - ◆ Client will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
 - ◆ With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, DIOGENES LLC may, upon its election, discontinue serving the Client and cancel this Agreement immediately.
4. **LIMITATION OF LIABILITY** DIOGENES LLC shall exercise reasonable efforts to furnish to the Client accurate information. Both DIOGENES LLC and Client hereby agree that the limitation of DIOGENES LLC's total liability to Client under this Agreement shall be the return of the fees paid by Client to DIOGENES LLC for the specific data accessed to the extent said data and information is found to be the primary basis upon which the Client incurred any injury or damage resulting from the furnishing of such information by DIOGENES LLC. DIOGENES LLC and its suppliers shall not be liable to Client for any other damages whatsoever, including punitive damages, exemplary damages, consequential damages, or any other costs and expenses whatsoever except as expressly agreed to herein above. Limitation of liability provided for herein above shall not apply in the event of any negligence or intentional wrongdoing by DIOGENES LLC in transmitting data pursuant to the terms of this Agreement. Client acknowledges that all data and information provided and/or sold to Client under this Agreement is purchased "as is".
5. **INDEMNIFICATION.** Client shall indemnify, defend, and hold DIOGENES LLC and its suppliers harmless from and against any and all costs, expenses and liabilities which may be paid by or accessed against DIOGENES LLC based upon the illegal use by Client of credit or any other information furnished to Client by DIOGENES LLC.
6. **CONTRACT IN ENTIRETY.** This agreement sets forth the entire understanding and agreement between DIOGENES LLC and Client and supersedes any prior or contemporaneous oral or written Agreements or representations. In order to remain in compliance with laws and regulations governing consumer-reporting agencies, DIOGENES LLC may make modifications to this Agreement from time to time. The Client may be notified of these modifications via electronic messages when accessing DIOGENES LLC's system. Client's use of DIOGENES LLC services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.
7. **CHARGES AND PAYMENT REQUIREMENTS .** For each response to a request for information (including "no record"), Client agrees to pay DIOGENES LLC the applicable charge then prevailing for the various services rendered to Client. Such charges will be specified in DIOGENES LLC's published employment screening service list and/or online system and are subject to change. PAYMENT BY CLIENT SHALL BE DUE WITHIN THIRTY (30) DAYS FROM THE DATE OF STATEMENT.

8. **PAST DUE ACCOUNTS.** At the option of DIOGENES LLC, payments not received thirty (30) days after the date of the statement shall cause Client's privileges to be placed on hold. Past due balances will be charged 1½ % per month finance charge (18% annually). Client and/or authorized parties further agree to pay any and all costs of collection on unpaid balances, including but not limited to reasonable attorney fees, court costs, collection costs, and expenditures related thereto.
9. **CLIENT FEES.** Client agrees to pay all fees incurred by Diogenes LLC to conduct requested screening services. Such fees will be specified in DIOGENES LLC's published employment screening service list and/or online system and/or specific written agreement and are subject to change.
10. **TERM.** This Agreement shall continue in force without any fixed date of termination, but either DIOGENES LLC or Client may terminate the Agreement upon seven (7) days written notice to the other, or immediately by the non-breaching party. Termination of services or sale or transfer of Client's company shall not release Client from any terms or conditions not fulfilled under this agreement.
11. **ATTORNEYS FEES.** Should either party commence litigation in any court of competent jurisdiction, the prevailing party shall, in addition to such other relief as may be awarded, be entitled to a reasonable sum as and for attorney's fees.
12. **ASSIGNMENT.** This Agreement is not transferable by either party without the prior written consent of the other party, except to a parent or subsidiary or affiliate of the assigning party. Consent not to be unreasonably withheld.
13. **CONNECTICUT LAW.** This Agreement is deemed made in the State of Connecticut, and shall be construed in accordance with the laws of the State of Connecticut applicable to contracts, which are executed, and to be performed in Connecticut.
14. **WAIVER.** Waiver by either party of any breach or default by the other party shall not be deemed a waiver of any future breach or default by such other party.
15. **HEADINGS.** Paragraph headings are for convenience only and shall in no way modify or affect the intent of any provision or be given any legal affect. This Agreement shall be effective upon the date of execution by both parties.
16. **HEIRS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, where permitted by this Agreement.
17. **NOTICES.** All notices, requests or other communications shall be in writing and shall be deemed to have been duly given when deposited or delivered to a United States Post Office, First Class, postage prepaid, at the addresses listed in the Service Agreement or to any other addresses provided by one party to the other under this provision of the Agreement.
18. **WARRANTIES.** DIOGENES LLC represents and warrants that its activities in collection and reporting of credit and other information are conducted consistent with all applicable law and regulation.
19. **DISCLAIMER OF WARRANTY** Client acknowledges that DIOGENES LLC relies on others, including the compilers and reporters of public records, in providing the Services and the Information. THE SERVICES AND THE INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither DIOGENES LLC nor any third party source of any Information shall be liable to Client (or to any person or entity claiming through Client) for any damages arising from or caused in whole or in part from (i) errors or omissions in the Services or the Information; (ii) any interruption in the Services; (iii) DIOGENES LLC's or any third party source's negligent acts or omissions in procuring, compiling, interpreting, reporting or delivering the Information; or (iv) otherwise in providing the Services. Notwithstanding this paragraph, in the event that DIOGENES LLC or any third party source shall be found liable for any damages for any reason relating to Client's use of the Services or the Information, the appropriate measure of such damages shall be the cost paid by Client for the Services and the Information specifically relating to such loss.

The undersigned is a duly authorized representative of the above named company who certifies he/she has the authority to agree on behalf of said company to the terms and conditions set forth by the Client Service Agreement on the reverse side of this application. DIOGENES LLC may conduct audits of Client's usage in compliance with IRSG Principles and any Federal, State, or Local laws, regulations or statutes.

DIOGENES LLC Inc.

Client _____

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____