

CLIENT AGREEMENT

This Client Agreement (“Agreement”) is made and entered into by and between Exclugo, LLC (“Exclugo”), and the User, as defined in the User’s Ordering Document and Master Terms and Conditions agreement between User and Viventium (“Client”). This Agreement shall be effective on the date of the last signature below (the “Effective Date”).

RECITALS

WHEREAS, Client plans to order Consumer Reports as defined under the federal Fair Credit Reporting Act (“FCRA”) from Exclugo;

WHEREAS, Exclugo and Client desire to further define the terms by which Consumer Reports (“Reports”) will be provided by Exclugo to Client;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, Exclugo and Client hereby agree as follows:

TERMS

1. Identification of Permissible Purpose For Receiving Reports. Client hereby certifies that all of its orders for Reports from Exclugo shall be made, and the resulting reports shall be used, solely for “**employment purposes**” under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* According to guidance from the Federal Trade Commission, checks for “employment purposes” may include not only those executed on traditional employees, but also those conducted on independent contractors and volunteers. Client shall not request, obtain, or use Reports for any other purpose. Among other things, Client shall not request Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Client’s own data, or otherwise in any service which is derived from the Reports provided by Exclugo. PLEASE NOTE: 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 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

2. Legal Certifications For Employment-Related Reports. Client understands that various legal requirements apply if/when it orders Reports for employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance as to Reports ordered for employment purposes.

- A. Disclosure.** Client certifies that, in compliance with the FCRA, prior to ordering a Report, Client shall make a clear and conspicuous “disclosure” in writing to the individual about whom the Report will be run (“the Consumer”). The “disclosure” shall explain that a Consumer Report may be procured for employment purposes. The “disclosure” shall describe the nature of the Reports to be ordered and meet all other requirements specified by applicable law. The “disclosure” shall not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.
- B. State Law Notifications.** Client certifies that before ordering a Report from Exclugo, it shall also provide any necessary notifications under applicable state law to the Consumer.

Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client also understands that certain states, such as California, Oklahoma, and Minnesota, require that applicants/employees be afforded a check box to allow them to indicate that they would like a copy of any report received by Client. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.

- C. **Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.
- D. **EEO Law and Regulation Compliance.** Client certifies that it shall not use information contained in a Report provided by Exclugo in violation of any applicable federal or state equal employment opportunity law or regulation.
- E. **Adverse Action Procedures.** Client certifies that before taking adverse action based in part or whole on a Report from Exclugo, it shall follow all legally-required “pre-adverse action” procedures specified by applicable federal, state and/or local law. For example, if the Consumer may incur adverse action based in whole or part on a Report provided by Exclugo, Client will provide to the consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the consumer entitled “A Summary of Your Rights Under the Fair Credit Reporting Act,” and (3) a written notice containing any and all required notifications under federal, state, or local law. After providing the pre-adverse action communication described above, Client shall wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report before taking any adverse action. After the appropriate waiting period, and assuming no dispute, Client will issue to the Consumer notice of any adverse action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, Exclugo, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the Report is raised by the Consumer during the waiting period, Client will afford Exclugo the legally-allowed time to resolve the dispute before deciding whether to take adverse action.
- F. **Certifications Associated With Each Order.** By having Exclugo prepare a Report for Client, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by Client (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be provided by Exclugo will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, Client

will comply with the adverse action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent adverse action requirements. In addition, if the Consumer lives in California or is applying to work in California or works in California, by having Exclugo prepare a Report for Client, Client is certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any Report received by Client from Exclugo, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Cal. Civ. Code § 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

3. Additional Commitments For Continuous Monitoring. If Client requests that Exclugo perform continuous monitoring on certain designated employees for purposes of determining whether they are subject to new medical provider sanctions, exclusions, or other adverse proceedings (“Continuous Monitoring”), Client shall comply with all applicable laws related to the same. Among other things, Client agrees that it shall only request Continuous Monitoring on individuals that: (1) remain Client’s employees, (2) have received appropriate legal disclosures, (3) have signed appropriate consent paperwork, and (4) are otherwise legally eligible to be subject to Continuous Monitoring. To this end, Client shall initially provide Exclugo with a roster of employees subject to Continuous Monitoring, and shall immediately alert Exclugo if an individual separates from employment with Client, if an individual is no longer legally eligible for Continuous Monitoring, or if Client otherwise has reason to modify its roster.

4. Obligations Regarding The Security of Reports. Client understands that Reports contain sensitive, personal information. Accordingly, Client agrees to do the following in order to preserve the security of the information being provided pursuant to this Agreement:

A. Prevent Misuse Of Services Or Information. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Reports. Client agrees that Exclugo may temporarily suspend Client’s access pending an investigation of Client’s use or access. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, Exclugo may immediately terminate this Agreement.

B. Properly Maintain The Client Account. Client is responsible for the administration and control of Account IDs and shall identify a security administrator to coordinate with Exclugo. Client shall manage all Account IDs and notify Exclugo promptly if any Account ID becomes inactive or invalid. Client shall follow the policies and procedures of Exclugo with respect to account maintenance as communicated to Client from time to time.

C. Limit Access Within Organization. Client shall disclose Reports internally only to Client’s designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.

- D. **Limit Distribution Outside of Organization.** Client shall hold any Report obtained from Exclugo in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.
- E. **Disposal of Consumer Report Information.** Client agrees to take reasonable measures to dispose of Reports in order to prevent the unauthorized access to – or use of – information in a Report. Reasonable measures for disposing of consumer report information may include: (1) Burning, pulverizing, or shredding papers containing consumer report information so that the information cannot be read or reconstructed; (2) Destroying, erasing, deleting, and/or scrambling electronic files or media containing consumer report information so that the information cannot be read or reconstructed; or (3) Engaging a professional document destruction contractor to dispose of consumer report information. In all instances, Client’s report disposal procedures shall comply with applicable law.
- F. **Properly Handle Any Potential Or Actual Security Breaches.** In the event that Client learns or has reason to believe that Report data has been disclosed to or accessed by an unauthorized party, Client shall comply with any and all applicable data breach laws.

5. **Exclugo’s Services and Obligations.**

- A. **Compliance with Applicable Laws.** Exclugo agrees to comply with all laws applicable to consumer reporting agencies. Among other things, Exclugo will: (a) follow reasonable procedures to assure maximum possible accuracy of the information reported, (b) disclose to Consumer, upon request, the information in the Consumer’s file, and (c) reinvestigate any information disputed by the Consumer at no charge to the Client and take any necessary action to rectify a report that has been determined to have incorrect or unverifiable information.
- B. **Scope of Information Provided.** Exclugo shall seek out and deliver information consistent with the service descriptions set forth on its website at the time of the relevant search. Client understands that it must review and consider the scope of a search before placing an order with Exclugo. Client also understands that it will not receive information from Exclugo that falls outside of a requested search, and that it will not receive information that Exclugo determines—in its sole discretion—to be unreportable under applicable law.
- C. **Administrative Role As To Adverse Action Correspondence.** If Client elects to have Exclugo send out pre- and/or post-adverse action letters on its behalf, Client understands that it must notify Exclugo each time it wishes for a letter to go out. Exclugo will not send out any adverse action letters unless expressly instructed to do so. Client accepts full responsibility for the content of any adverse action letters sent by Exclugo, and understands that it must notify Exclugo if it wishes to use a particular template or if it wishes to modify the template made available through Exclugo. Client agrees that Exclugo plays no role in deciding whether an individual should incur adverse action based upon a Report. Client accepts full responsibility for any and all substantive decision-making based upon the Reports it receives from Exclugo. Both parties agree that Exclugo’s role as to the adverse action process is strictly

administrative. Client shall indemnify and hold harmless Exclugo, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to Exclugo's sending out of pre- and/or post-adverse action correspondence on behalf of Client.

- D. Administrative Role As To Initial Report Review.** If Client opts to have Exclugo conduct an initial review of completed Reports on its behalf, Client shall supply Exclugo with definitive and objective instructions on how to do so. Client understands and agrees that it is solely responsible for creating and defining any such instructions. Client also agrees that Exclugo plays no role in deciding whether a Consumer should incur adverse action based upon a Report, and that Exclugo's role is strictly administrative. Client accepts full responsibility for any and all substantive decision-making based upon a Report prepared by Exclugo. Client understands that Exclugo will not send out any notice or communications related to the adverse action process unless expressly instructed by Client to do so and pursuant to agreed-upon terms. Client shall indemnify and hold harmless Exclugo, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to Exclugo's initial review of reports pursuant to Client's instructions (as discussed in this Section).

- 6. No Legal Advice.** Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel as appropriate regarding the acquisition and use of Reports. Client understands and acknowledges that Exclugo is not a law firm and does not provide legal advice in connection with Exclugo's furnishing of Reports to Client or Client's use of such Reports. Client understands that any communications by Exclugo's employees or representatives regarding searches, verifications, or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by Exclugo. Client understands that sample forms or documents made available by Exclugo to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of Exclugo's sample documents or processes—including any process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use Exclugo's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of Exclugo), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes. Client shall indemnify and hold harmless Exclugo, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims,

assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to Client's use of sample forms, sample documents, or processes made available by Exclugo.

7. **Responsibility for Decision-Making.** Client understands and agrees that Exclugo does not make the decision to take adverse action based on any reported findings in the Exclugo investigation process. This responsibility rests solely with Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by Exclugo.

8. **Warranties, Remedies, and Indemnification.**

- A. Exclugo assembles information from a variety of sources, including courthouses and government agencies. Client understands that these information sources are not maintained by Exclugo. Therefore, Exclugo cannot be a guarantor that the information provided from these sources is absolutely accurate. Nevertheless, Exclugo has in place procedures designed to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.
- B. Client understands that Exclugo obtains the information in its Consumer Reports from various third-party sources "AS IS" and, therefore, is providing the information to Client "AS IS". **EXCLUGO MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE; EXCLUGO EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**
- C. In addition to any indemnification obligation set forth elsewhere in this Agreement, Client shall indemnify and hold harmless Exclugo, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to: (i) any breach by Client of this Agreement or addenda to this Agreement, (ii) Client's violation of applicable laws or ordinances, or (iii) Client's negligence, misconduct, recklessness, errors or omissions.
- D. **EXCLUGO SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF EXCLUGO WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, EXCLUGO SHALL NOT BE LIABLE TO CLIENT UNDER ANY CIRCUMSTANCES FOR AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID TO EXCLUGO BY CLIENT DURING THE 12 MONTHS BEFORE SUCH LIABILITY AROSE.**

BOTH PARTIES AGREE THAT THE PRICES AFFORDED TO CLIENT ARE PREMISED ON THIS CAP ON DAMAGES.

9. **Term.** This Agreement may be terminated by either Party for any reason whatsoever upon 30 days' prior written notice to the other Party. Notwithstanding the above, Exclugo may terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, Exclugo may terminate the Agreement immediately if it determines that Client has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.

10. **Miscellaneous.**

- A. **Counterparts; Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- B. **Independent Contractor.** Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.
- C. **Address Change.** Client shall notify Exclugo if Client changes its name or address.
- D. **Information for "Vetting Purposes".** Client shall be expected to provide certain information to Exclugo regarding the nature of its business so that Exclugo may appropriately "vet" Client before providing Reports.
- E. **General Legal Compliance.** Client shall comply with all laws applicable to its ordering, receipt, or use of Reports from Exclugo.
- F. **Receipt of Federal NoticesH.** Client acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports," which are attached as Exhibit B and C to this Agreement.
- G. **Audits.** Exclugo shall have the right to conduct periodic audits of Client's compliance with this Agreement. The scope and frequency of any audit shall be at the reasonable discretion of Exclugo and will be subject to requirements imposed by third-party vendors. Exclugo will provide reasonable notice prior to conducting any audit provided that Exclugo has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by Exclugo, including, but not limited to, immediate termination of this Agreement.
- H. **Forum Selection and Choice of Law.** New Jersey law and federal law will govern this Agreement for all matters except for collections. The parties agree that any legal disputes other than collection matters will be handled in the appropriate state court in New Jersey or the appropriate federal court in New Jersey. Both parties agree that personal jurisdiction exists in New Jersey.

- I. **Validity of Agreement.** The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.
- J. **Force Majeure.** The obligation of Exclugo to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- K. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, Client shall not assign or otherwise transfer this Agreement or any interest herein without the prior written consent of Exclugo.
- L. **No Third-Party Beneficiaries.** Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.
- M. **No Waiver.** The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.
- N. **Exhibits and Schedules Incorporated.** All Exhibits and Schedules attached hereto are incorporated herein.
- O. **Survival.** The following provisions shall survive termination of this Agreement: 4, 5C (indemnification), 5D (indemnification), 6, 7, 8, 9, 11E, and 11H.
- P. **Entire Agreement.** This Agreement and any attachments hereto constitute the entire agreement between the parties and supersede all prior understanding, written or oral, between the parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly-authorized representatives of each party to this Agreement.

In signing this Agreement on behalf of Client, the individual below hereby certifies that he/she has direct knowledge of the facts addressed above and that **he/she is authorized to execute this Agreement on behalf of Client.**