

Service Description for Equifax Verification Services

This Service Description for Equifax Verification Services is only applicable if End-User ("you", "your", "End-User") uses Foley's ("we", "us", "our", "Foley") services, as outlined below, and is incorporated by reference into the End-User Agreement between Foley and End-User (the "Agreement"). You must agree to the Terms before you can use the below services.

I) END-USER USE OF SERVICE

The Work Number® is an employment verification service provided by TALX Corporation (a provider of Equifax Verification Solutions), a Missouri corporation ("EVS"), to its employer clients. Data on the Service ("Data") may be used to verify Consumer's employment status ("Employment Verification") or income ("Income Verification") for commercial purposes.

a) **Enterprise Class Employment Product.** An Employment Verification includes the Consumer's (i) employer name, (ii) employer address, (iii) employment status, (iv) most recent hire date, (v) total length of service, and (vi) position title, where available. An Employment Verification obtained pursuant to this Schedule may provide Data, including income, from current employers or prior employers. The Income Verification includes Data provided in an Employment Verification, plus the most recent two years of payroll Data.

b) **Optional Services.** As part of the Service and subject to the fees set forth in the Agreement, End-User may obtain either W-2 information, the Audit-by-Reference Number ("ABRN"), or a Reference Number assigned to the Employment Verification as follows:

i) **W-2.** Provided End-User is a W-2 client of The Work Number® and a W-2 for the Consumer is available, End-User may obtain the W-2 using the salary key code provided by the Consumer.

ii) **ABRN Transactions.** Each time EVS performs a verification EVS assigns such verification an ABRN. Using The ABRN and the last four digits of an individual's social security number. End-User may obtain an exact duplicate of the previous, original verification performed on such individual.

iii) **Reverify Transactions.** Each time EVS fulfills a request for verification, EVS assigns such verification a Reference Number. Using the Reference Number and the last four digits of a consumer's social security number. End-User may obtain an updated verification of employment on the previous original verification performed on such individual, as long as such request is within sixty (60) days of the original verification performed. If the original request was fulfilled via the researched delivery method, EVS will conduct the employer to confirm all employment-related data, which includes: employer name, job title, start date, and employment status. The output is a standard verification of employment.

II) AUDIT

EVS shall have the right to audit End-User's performance under this Agreement, from time to time, during normal business hours, at all locations containing relevant records, with ten (10) days prior notice to End-User. End-User shall (i) fully cooperate with and in such audit, and (ii) promptly correct any discrepancy revealed by such audit.

III) COMPLIANCE WITH LAWS

End-User will comply with all applicable laws, statutes and regulations regarding the Services. Where applicable, End-User will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. ("GLB") and the implementing regulations issued thereunder and any other applicable statutes or federal

laws, End-User will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6902€ of the GLB and applicable regulations and all other Privacy Laws.

EVS may modify this Service Description on thirty (30) days' notice to End-User. End-User may terminate the Service within thirty (30) days after notice of a modification to the Service Description on written notice to EVS. Absence of such termination shall constitute End-User's agreement to the modification. Any changes to the product-specific terms of this Service Description (including any applicable "Additional Terms and Conditions") by End-User must be approved by EVS, in writing, prior to Foley beginning to serve End-User.