

# e-VERIFILE.COM

## Service Agreement

This e-VERIFILE.COM Services Agreement (the “**Agreement**”) is entered into effective as of [Month], 200[\_\_\_], (the “**Effective Date**”) by and between e-VERIFILE.COM, Inc., a Georgia corporation (“**e-VERIFILE.COM**”), and [insert organization name], a [insert state here] corporation (“**Customer**”) (each individually a “**Party**” and collectively the “**Parties**”).

### Introduction

e-VERIFILE.COM is in the business of performing and delivering human capital management solutions, including background screening services, over the Internet.

Customer desires for e-VERIFILE.COM to perform for and deliver to Customer such background screening services.

This Agreement establishes the terms and conditions pursuant to which e-VERIFILE.COM will perform for and deliver to Customer such background screening services for employees of Customer (defined below as “**Personnel**”) whether Customer is screening such Personnel for its sole benefit or pursuant to a mandated screening program. Additionally, as further detailed in Section 2 of this Agreement, Customer may engage e-VERIFILE.COM to develop and administer for Customer a contractor screening program pursuant to which e-VERIFILE.COM will perform background screening services for Customer’s independent contractors.

### Agreement

In consideration of the above premises and the covenants and agreements set forth herein, the Parties hereby agree as follows:

**1. Definitions.** In addition to any capitalized terms defined within this Agreement, the following defined terms shall apply in this Agreement.

“**Customer**” means the entity which is party to this Agreement, including such entity's affiliates (parents or subsidiaries), and which such entity desires for e-VERIFILE.COM to perform for it the Services (defined below).

“**Employee Screening Program**” means an employee background screening program administered by e-VERIFILE.COM and in which Customer (i) may participate for purposes of screening Personnel solely for its own benefit and use, or (ii) is required to participate by its clients and in which case such clients also will have access to the results of the background screening performed on Personnel.

“**Personnel**” means an employee of Customer and expressly excludes any independent contractor of Customer. If Customer desires for e-VERIFILE.COM to perform human capital management solutions for its independent contractors, refer to Section 2 of this Agreement.

“**Report(s)**” means the tangible documentation of the results of the Services that e-VERIFILE.COM performs for and delivers to Customer pursuant to the terms and conditions of this

**Customer** [ \_\_\_\_\_ ]

**Customer agrees to all terms and conditions listed above Initial Here)** \_\_\_\_\_

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Agreement and which such documentation may be retrieved by Customer from e-VERIFILE.COM's website.

“**Service Fee(s)**” means the fees charged by e-VERIFILE.COM for any Services it performs for Customer and which such fees will be identified either: (i) on e-VERIFILE.COM's website or (ii) in a SOW (defined below).

“**Services**” means those human capital management solutions, including, but not limited to: (i) background screening services on Personnel or (ii) background screening services required to be performed on Personnel pursuant to an Employee Screening Program. The Services that Customer elects for e-VERIFILE.COM to perform for and deliver to Customer will be identified either: (i) at a dedicated, secure area on e-VERIFILE.COM's website or (ii) in a SOW.

“**Statement of Work**” or “**SOW**” means a written document pursuant to which the Parties set forth their mutual agreement regarding additional material terms regarding the Services e-VERIFILE.COM will perform for and deliver to Customer (such as the specific type of service and the related pricing) as well as any additional material terms regarding Parties' business relationship. Such document may be in the form of either: (i) an Exhibit to this Agreement or (ii) a supplement to this Agreement and which, in the later case, shall be executed by the Parties and shall be deemed to be a supplement to, and governed by, the terms and conditions of this Agreement.

**2. Services Delivered by e-VERIFILE.COM to Customer.** During the Term and in consideration of Customer's payment of the Service Fees, e-VERIFILE.COM will perform for and deliver to Customer the Services.

If Customer is mandated or required by one of Customer's clients to participate in an Employee Screening Program, such program will be deemed to be “Services” that e-VERIFILE.COM delivers to Customer and Customer agrees to abide by all terms and conditions of such Employee Screening Program, including the rules and regulations applicable to such program.

Independent Contractor Screening. If, during the Term, Customer desires to establish a screening program pursuant to which Customer will engage e-VERIFILE.COM to perform human capital management solutions for employees of Customer's independent contractors (an “**I/C Screening Program**”), then: (i) Customer and e-VERIFILE.COM shall execute a SOW establishing the terms and conditions of such program and (ii) each such independent contractor participating in such program shall enter into a separate agreement with e-VERIFILE.COM before e-VERIFILE.COM will perform human capital management solutions for employees of Customer's independent contractors.

**3. Fees and Payments.**

**3.1 Service Fees.** During the Term and in consideration of e-VERIFILE.COM's delivery to Customer of the Services, Customer will pay to e-VERIFILE.COM the Service Fees, Such Service Fees do not include any taxes, customs, duties, or other amounts assessed or imposed by any governmental authority, which shall be paid by Customer at the rate and in the manner prescribed by law.

Customer [ \_\_\_\_\_ ]

Customer agrees to all terms and conditions listed above Initial Here) \_\_\_\_\_

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If Customer is mandated or required by one or more of Customer's clients to participate in an Employee Screening Program, then e-VERIFILE.COM will not revise any Service Fees it charges Customer except as authorized under such Employee Screening Program. If Customer is not participating in a mandated Employee Screening Program, then e-VERIFILE.COM, in its sole and absolute discretion and after providing Customer not less than seven (7) calendar days notice, may revise any Services Fees it charges Customer.

Customer shall pay e-VERIFILE.COM all Service Fees in United States dollars (\$US).

If Customer either (1) elects to automatically renew screening performed on its Personnel pursuant to its Employee Screening Program or (2) is required by its client to automatically renew its participation in a Employee Screening Program, then e-VERIFILE.COM will notify Customer of those Personnel who will be processed automatically. Customer will then have the opportunity to withdraw some or all of such Personnel from the automatic renewal process. However, Customer will be responsible for any screening renewal costs related to those Personnel who Customer does not withdraw from such renewal process.

Independent Contractor Screening. If Customer establishes an I/C Screening Program, then the applicable SOW will identify the entity responsible for any fees due and payable to e-VERIFILE.COM.

**3.2 Payment by Customer.** At its sole and absolute discretion, e-VERIFILE.COM either will invoice Customer for Service Fees due and owed or bill Customer's credit card for such Service Fees.

Invoice Method. Within five (5) business days of the end of each calendar month during the Term, e-VERIFILE.COM will (i) prepare an invoice showing the aggregate amount of Service Fees incurred by Customer and (ii) electronically deliver to Customer such invoice. Customer shall pay to e-VERIFILE.COM the aggregate amount of such Service Fees net thirty (30) days from the date on which Customer's invoice is delivered.

Credit Card Billing Method. After Service Fees have been incurred by Customer, e-VERIFILE.COM will batch the aggregate amount of such Service Fees and bill Customer's credit card for such amount. The frequency with which e-VERIFILE.COM batches such billings will be determined at e-VERIFILE.COM's sole and absolute discretion; provided however, e-VERIFILE.COM will batch such billings at least once a month.

**3.3 Late Fees and Suspension of Service.** Invoices not paid in full by Customer within thirty (30) days of the date when such invoice is electronically delivered to Customer are subject to a late fee of 1.75% per month (or the maximum fee allowable by law, if this is less), plus all costs of collection, including reasonable attorneys' fees. Notwithstanding the foregoing, Customer acknowledges and agrees that e-VERIFILE.COM may suspend delivery of the Customer Services without notice if Customer fails to pay e-VERIFILE.COM the Service Fees in accordance with this Section 3.

Customer [ \_\_\_\_\_ ]

Customer agrees to all terms and conditions listed above Initial Here) \_\_\_\_\_

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### **4. Use of the Website and Applicable Laws.**

**4.1 Access to the e-VERIFILE.COM Website and the Reports.** Pursuant to the terms and conditions of this Agreement and during the Term, e-VERIFILE.COM grants to Customer a nontransferable, nonexclusive license to access e-VERIFILE.COM's website solely for the purpose of: (i) retrieving from e-VERIFILE.COM the Report(s) or (ii) performing analysis and related work in the regular course of Customer's business. Customer understands and agrees that its use of the Reports is subject to restrictions imposed by e-VERIFILE.COM's data suppliers as well as federal and state laws. Customer agrees to comply with all such restrictions of which it receives notice, whether such notice is provided in writing or given online, and such restrictions are incorporated herein by reference. In the event of any conflict between this Agreement and such additional restrictions, the additional restrictions will control. e-VERIFILE.COM reserves the right, at any time and without prior notice, to limit Customer's access to its website in order to perform repairs, make modifications, or as a result of circumstances beyond e-VERIFILE.COM's reasonable control. Customer acknowledges and agrees that e-VERIFILE.COM alone owns all right, title, and interest in its website and its internet-based system, including all intellectual property rights embodied therein.

If Customer is mandated or required by one or more of Customer's clients to participate in an Employee Screening Program, Customer acknowledges and agrees that it will: (i) authorize such client to access the Reports and/or information in or from the Reports and (ii) obtain from its Personnel express, written authorization allowing Customer's clients access to the Reports and/or information in or from the Reports.

Independent Contractor Screening. Consistent with Section 4.3 of this Agreement and the terms of any agreement between e-VERIFILE.COM and the participating independent contractor, if Customer establishes an I/C Screening Program, then Customer acknowledges and agrees that it, as well as Customer's participating independent contractors, will be authorized to access the Reports and/or information in or from the Reports to the extent allowed by any written authorization given by an individual employee of the participating independent contractor.

**4.2 Passwords.** e-VERIFILE.COM will randomly assign Customer username(s) and password(s) for Personnel who are authorized to obtain Reports from e-VERIFILE.COM. For security purposes, e- Verifile will automatically change such password(s) ninety (90) days after it is issued and provide written notice to Customer of the new password(s). At any time, Customer may contact e- Verifile to request changes to any username(s) or password(s) assigned by e- Verifile. Customer is responsible for, and will be billed for, all Reports purchased using the usernames assigned to it. If Customer learns or suspects that unauthorized use of its account is taking place, or if the user's (employee) employment is terminated by Customer, then Customer shall immediately notify e- Verifile in writing and e- Verifile will replace the username and password.

**4.3 Compliance with Laws Regulating Use of Personal Information.** The laws of both the United States and Canada regulate the use of personal information and, depending on the Services provided by e-VERIFILE.COM for Customer, one or more of such laws, rules, or regulations may apply.

Customer [ \_\_\_\_\_ ]

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(a) **The FCRA.** e-VERIFILE.COM is a “consumer reporting agency” as that term is defined in the Fair Credit Reporting Act, as amended (15 USC § 1681b) (the “FCRA”) ([www.ftc.gov/os/statutes/fcra.htm](http://www.ftc.gov/os/statutes/fcra.htm)), and is regulated by and complies with the FCRA. Accordingly, e-VERIFILE.COM does not resell or disclose the Reports, or any information embodied in the Reports, except as authorized by this Agreement or the provisions of the FCRA. The FCRA may also govern certain of Customer’s actions regarding its use of the Reports or any information embodied in the Reports.

(i) With respect to all consumer reporting information embodied in any Reports it obtains from e-VERIFILE.COM, Customer warrants and agrees that it has complied with, and will continue to comply with, all provisions of the FCRA, and any other applicable State or Federal laws. Customer further certifies, warrants, and agrees that it has a "permissible purpose" (as defined by Section 604 of the FCRA) for obtaining the consumer reporting information embodied in the Reports, such as, but not limited to: (1) establishing the consumer’s eligibility for employment purposes, (2) determining a consumer’s eligibility for a license or other benefit granted by a government instrumentality, or (3) otherwise in connection with a legitimate business need related to a business transaction initiated by the consumer. Customer further warrants and agrees that: (i) it has obtained from its Personnel written authorization to procure such consumer reporting information, (ii) it will maintain such written authorization in a secure manner consistent with Section 5 of this Agreement, and (iii) it has provided its Personnel a clear and conspicuous written disclosure of its purpose for procuring such consumer reporting information. Customer further acknowledges its responsibilities and obligations stipulated in the FCRA, including but not limited to the duties of a person taking an “adverse action” under Section 615 of the FCRA, and the penalties for obtaining consumer reporting information under false pretenses.

(ii) Notwithstanding the foregoing, if Customer is mandated or required by one or more of Customer’s clients to participate in an Employee Screening Program, Customer agrees and authorizes e-VERIFILE.COM to permit Customer’s clients access to the Reports and/or information in or from the Reports. Furthermore, if Customer is mandated or required by one or more of Customer’s clients to participate in an Employee Screening Program, Customer warrants and agrees that it also will: (1) provide its Personnel clear and conspicuous written notice that Customer’s clients will have access to the Reports and/or information in or from the Reports and (2) obtain from its Personnel express, written authorization permitting Customer’s clients access to the Reports and/or information in or from the Reports.

(b) **The PIPEDA.** e-VERIFILE.COM’s collection, use, or disclosure of personal information is regulated by, and complies with, the *Personal Information Protection and Electronic Documents Act*, as may be amended or restated from time to time (the “PIPEDA”) ([http://www.privcom.gc.ca/legislation/02\\_06\\_01\\_e.cfm](http://www.privcom.gc.ca/legislation/02_06_01_e.cfm) ) and other applicable privacy laws in force in Canada. These laws also govern certain of Customer’s actions regarding its use of the Reports or any information embodied in the Reports.

(i) Customer shall comply with, and shall ensure that its employees, agents, and subcontractors comply with all applicable privacy laws in force in Canada, including without

Customer [ \_\_\_\_\_ ]

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limitation the PIPEDA, if and to the extent that it or they collect, use, or disclose any personal information either included in a Report or embodied in the Services performed by e-VERIFILE.COM for Customer.

(ii) Customer also agrees: (1) to document the purposes for which personal information is collected either by Customer or on Customer's behalf, (2) to obtain from its Personnel the proper consent for the collection, use, or disclosure of such personal information, and (3) to protect such personal information from unauthorized use or disclosure through security safeguards appropriate to the sensitivity of such information.

**4.4 Verification Rights.** Customer authorizes e-VERIFILE.COM to verify that Customer's (non-financial) systems, procedures, and use of the Reports and any other e-VERIFILE.COM products or services comply with this Agreement, the FCRA, the PIPEDA, and other applicable laws, regulations, policies, or procedures. Customer shall cooperate fully in connection with any such verification process, including bearing the cost of such process as it relates to Customer providing proof thereof, and will allow, or obtain, access to such systems properties, records, and personnel as e-VERIFILE.COM may reasonably require for such verification purpose, including, but not limited to delivering to e-VERIFILE.COM (by facsimile or email) a copy of any written authorization described in Section 4.3 of this Agreement.

Additionally, if Customer is mandated or required by one or more of Customer's clients to participate in an Employee Screening Program, Customer acknowledges and agrees that it will grant to such clients the same, or substantially similar, verification rights that it has granted to e-VERIFILE.COM in this Section 4.4.

**Independent Contractor Screening.** Consistent with this Section 4.4 and the terms of any agreement between e-VERIFILE.COM and the participating independent contractor, if Customer establishes an Employee Screening Program pursuant to which e-VERIFILE.COM will perform human capital management solutions for employees of Customer's independent contractors, then Customer acknowledges and agrees that participating independent contractors will be required to grant to Customer the same, or substantially similar, verification rights that it has granted to e-VERIFILE.COM in this Section 4.4.

## 5. Confidentiality.

**5.1 Definitions.** For purposes of this Section 5, the following terms shall have the ascribed meaning.

**Confidential Information.** "Confidential Information" means any and all confidential business information of a Party, or of third parties in possession of a Party, whether tangible or intangible, which is treated as confidential or secret by such Party (that is, it is subject of efforts by such Party that are reasonable under the circumstances to maintain its secrecy), which does not constitute a Trade Secret, and which has been disclosed to the other Party or about which the other Party becomes aware as a result of the relationship arising from this Agreement, including, but not limited to, the terms and conditions of this Agreement.

Customer [ \_\_\_\_\_ ]

Customer agrees to all terms and conditions listed above Initial Here) \_\_\_\_\_

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**Protected Information.** “Protected Information” means collectively Trade Secrets and Confidential Information.

**Trade Secrets.** “Trade Secrets” means information related to the business or services of a Party, or of third parties in the possession of a Party, which (i) derives economic value, actual or potential from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use and (ii) is the subject of efforts by a Party and such third parties that are reasonable under the circumstances to maintain its secrecy, including without limitation (A) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature; (B) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication; or (C) otherwise treating such information as confidential. Assuming the criteria in (i) and (ii) above are met, Trade Secrets, include without limitation, technical and non-technical data related to the designs, programs, inventions, finances, actual or potential customers and suppliers, research, development, marketing, existing and future products and employees of a Party and such third parties.

**5.2 Obligations.** During the Term and for a period of two (2) years after the expiration or termination of this Agreement, each Party agrees with respect to the other Party that it shall: (i) not disclose Protected Information, in whole or in part, to third parties, except where such disclosure is made (a) as may be required by law or regulation or a court or regulatory authority or the rules of a stock exchange or (b) with the prior written consent of the disclosing party; and (ii) ensure that all Protected Information is treated as confidential and is not disclosed (save as aforesaid) or used other than for the purposes of performing its rights and obligations under and in accordance with this Agreement.

**5.3 Exclusions.** Nothing in this Section 5 will prohibit or limit the receiving party’s use of information if (i) at the time of disclosure hereunder such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the receiving party; (iii) the receiving party can demonstrate such information was in its possession prior to the time of disclosure by the disclosing party; (iv) the information becomes available to the receiving party from a third party which is not legally prohibited from disclosing such information; (v) the receiving party can demonstrate the information was developed by or for it independently without the use of such information; or (vi) disclosure is required under applicable law or regulation or pursuant to a court order or court proceeding.

If a Party is requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, regulatory proceedings, stock exchange rules, or other applicable rules or regulations or similar process) to disclose any Confidential Information, such Party shall promptly notify the other Party of such request or requirement so that such Party may seek an appropriate protective order or waive compliance with this Agreement.

**5.4 Security.** In addition to complying with the provisions of the FCRA regarding protection of confidential information, each Party will implement commercially reasonable measures to prevent the unauthorized disclosure of Protected Informaiton.

**Customer** [ \_\_\_\_\_ ]

**Customer agrees to all terms and conditions listed above Initial Here)** \_\_\_\_\_

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**6. Indemnification and Limitation of Liability.**

**6.1 Indemnification by e-VERIFILE.COM.** e-VERIFILE.COM agrees to and does hereby indemnify and hold Customer harmless from and against any and all loss, cost, expense, claim, or liability (including, but not limited to reasonable costs of litigation and attorneys' fees) arising from any claim or action brought by a third person, including Personnel, against Customer that arises out of, results from, or is based upon the negligence or intentional misconduct of e-VERIFILE.COM.

**6.2 Indemnification by Customer.** Customer agrees to and does hereby indemnify and hold e-VERIFILE.COM harmless from and against any and all loss, cost, expense, claim, or liability (including, but not limited to reasonable costs of litigation and attorneys' fees) arising from any claim or action brought by a third person, including Personnel, against e-VERIFILE.COM that arises out of, results from, or is based upon either: (i) the negligence or intentional misconduct of Customer or (ii) any employment decision, or potential employment decision, made by Customer or, as applicable, Customer's clients or independent contractors (including, but not limited to employment decisions regarding the potential employment of, employment of, or termination of the employment of an employee, or potential employee, as the case may be, of Customer or, as applicable, Customer's clients or independent contractors).

**6.3 Disclaimer and Limitation of Liability.** E-VERIFILE.COM MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PERFORMANCE, TIMELINESS, CURRENCY, ACCURACY, ADEQUACY, OR COMPLETENESS OF EITHER (i) ITS WEBSITE, OR (ii) THE REPORTS, AND E-VERIFILE.COM SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES.

CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY BACKGROUND SCREENING CRITERIA EMBODIED IN THE REPORTS DISTRIBUTED BY E-VERIFILE.COM HAVE BEEN ESTABLISHED BY AND APPROVED BY CUSTOMER (OR CUSTOMER'S CLIENT OR INDEPENDENT CONTRACTOR) AND THAT E-VERIFILE.COM BEARS NO RESPONSIBILITY FOR ESTABLISHING SUCH SCREENING CRITERIA. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT CUSTOMER (OR CUSTOMER'S CLIENT OR INDEPENDENT CONTRACTOR) IS SOLELY RESPONSIBLE FOR DEVELOPING SUCH SCREENING CRITERIA AND FOR MAKING ANY DECISIONS BASED ON SUCH SCREENING CRITERIA. E-VERIFILE.COM IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR, DEVELOPING SUCH SCREENING CRITERIA OR MAKING ANY DECISIONS BASED ON SUCH SCREENING CRITERIA.

ONE PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY, OR ANY THIRD PERSON TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST REVENUES, LOST PROFITS, LOST SAVINGS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

**Customer [ \_\_\_\_\_ ]**

**Customer agrees to all terms and conditions listed above Initial Here) \_\_\_\_\_**

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IF E-VERIFILE.COM IS FOUND LIABLE FOR ANY COST OR DAMAGE SUFFERED BY CUSTOMER, ITS LIABILITY HEREBY IS LIMITED TO (i) THE SUM FIVE HUNDRED DOLLARS (\$500.00US) ON A PER OCCURRENCE BASIS (OR FOR THE REPORT DELIVERED BY E-VERIFILE.COM TO CUSTOMER THAT PROXIMATELY CAUSED, OR ALLEGEDLY PROXIMATELY CAUSED, THE COST OR DAMAGE ALLEGEDLY SUFFERED BY CUSTOMER) OR (ii) AN AGGREGATE AMOUNT NOT TO EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000.00US). THE REMEDIES SET FORTH IN THIS PARAGRAPH AND TERMINATION OF THIS AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS OR DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, THE REPORTS, OR THE SERVICES TO BE DELIVERED BY e-VERIFILE.COM.

**7. Term and Termination.**

**7.1 Term.** The term of this Agreement shall commence on the Effective Date and continue until terminated by either Party pursuant to this Section 7 (the "**Term**"). Either Party may terminate this agreement for convenience upon thirty (30) days written notice to the other Party.

**7.2 Effect of Termination.** Upon the expiration or termination of this Agreement, e-VERIFILE.COM shall be relieved of its obligations to perform for and deliver to Customer the Services. The expiration or termination of this Agreement shall not relieve Customer of any obligation to tender to e-VERIFILE.COM any outstanding Service Fees.

Notwithstanding the foregoing, upon the expiration or termination of this Agreement, e-VERIFILE.COM, at its sole and absolute discretion, shall be entitled either to maintain its contractual relationship with any independent contractor of Customer, subject to the controlling arrangement with such independent contractor, or to terminate its relationship with any independent contractor.

The following provisions of this Agreement shall survive the expiration or termination of this Agreement: 4, 5, 6, 8.1, and 8.5.

**8. General Provisions.**

**8.1 Choice of Law and Venue.** This Agreement will be governed by, and construed and interpreted according to, the substantive laws of the State of Georgia and applicable United States federal laws. The U.S. federal courts and Georgia state courts sitting in the jurisdiction of Atlanta, Georgia, United States of America, shall have sole and exclusive jurisdiction over any claims or disputes brought by e-VERIFILE.COM or Customer which may arise out of or in connection with this Agreement and both e-VERIFILE.COM and Customer consent to those forums.

**8.2 Amendment.** This Agreement may be amended, modified, or supplemented only by a writing that refers explicitly to this Agreement and that is signed by authorized representatives on behalf of both Parties.

Customer [ \_\_\_\_\_ ]

Customer agrees to all terms and conditions listed above Initial Here) \_\_\_\_\_

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**8.3 Waiver.** No waiver will be implied from conduct or failure to timely enforce any rights. No waiver will be effective unless in writing, signed on behalf of the Party against which the waiver is asserted.

**8.4 Severability.** If any part of this Agreement is found invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will remain fully in force.

**8.5 Entire Agreement; Purpose and Effect of Agreement.** This Agreement, together with any Exhibits and/or SOW(s), constitutes the final and entire agreement between the Parties relating to its subject matter and supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein.

**8.6 Notice.** Except as otherwise agreed to in writing by the Parties, any notice required or authorized by this Agreement to be given by one Party to the other Party shall be sent either (i) electronically by email, (ii) by overnight or 2<sup>nd</sup> day mail, or (iii) by facsimile transmission with confirmed receipt to the other Party at the address or, as appropriate, facsimile number, and marked for the attention of such person as specified in this Section 8.6. Any notice sent electronically by email shall be deemed to have been received by the other Party upon delivery to the email address specified in this Section 8.6. Any notice sent by overnight or 2<sup>nd</sup> day mail shall be deemed to have been duly served as of the date of confirmation of such delivery. Any notice sent by confirmed facsimile transmission under this Section shall be deemed to have been duly received by the other Party on the date of transmission.

<p>The designated address and facsimile number of e-VERIFILE.COM are:</p> <p>e-VERIFILE.COM, Inc.            900 Circle 75 Parkway, Suite 620            Atlanta, Georgia 30339            Attn: [Insert Name of EVI Representative ]            (facsimile) 770.951.0933</p>	<p>The designated address and facsimile number of Customer are:</p> <p>Address, _____            Address 2 _____            E-Mail _____            Attn: [           Insert Contact Name    ]            (facsimile) [   Insert Fax Number    ]</p>
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**8.7 Relationship of Parties.** The Parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf.

**8.8 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

**Customer** [ \_\_\_\_\_ ]

**Customer agrees to all terms and conditions listed above Initial Here)** \_\_\_\_\_

**e-VERIFILE.COM**  
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IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives effective as of the Effective Date.

**e-VERIFILE.COM Inc.:**

**Company Name:** [\_\_\_\_\_]

\_\_\_\_\_

\_\_\_\_\_

Name:

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

Title:

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

Date:

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