

ARBITRATION AGREEMENT

(This Agreement cannot be altered, or else it is rendered null and void)

_____ is an applicant/employee (the "Applicant/Employee") for employment with _____ (the "Prospective Employer/Employer") and understands that the Prospective Employer/Employer will request that a Background Check be performed on him/her by Human Resource ProFile, Incorporated ("HRP") as a condition of employment.

For good and valuable consideration, including prospective or continued employment, the sufficiency of which is hereby acknowledged, the Applicant/Employee, Prospective Employer/Employer and HRP (hereinafter referred to individually as a "Party" and collectively as the "Parties") hereby agree that any and all claims or causes of action against a Party(ies) by another Party(ies) under the Fair Credit Reporting Act ("FCRA") or any other applicable federal or state law, whether based in tort, contract or other basis, which arises in any way from the Background Check Report, disclosures required under the FCRA or state law, any adverse action taken by the Prospective Employer/Employer or by HRP on behalf of the Prospective Employer/Employer, or any other alleged violations of federal, state or local law, shall be arbitrated by the Parties in accordance with the Federal Arbitration Act ("FAA"). Such arbitration shall take place in the county in which the Prospective Employer/Employer is located or where the prospective employment was to take place or employment took place.

The arbitration required above shall be brought "on an individual basis only" and not "on a class action basis." The Applicant/Employee, Prospective Employer/Employer and HRP further agree that the validity of this Arbitration Agreement shall be determined solely by the arbitrator(s).

HRP is executing this Agreement on behalf of itself and in its capacity as a duly authorized agent of the Prospective Employer/Employer as per the HRP Service Agreement therewith. This Agreement may be executed using electronic and/or facsimile signatures, and such signatures shall have the same force and effect as if they were original signatures, and shall be effective as of the date that it is fully executed. If any provision hereof is declared to be unenforceable, the remainder hereof shall remain in full force and effect.


IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date set forth opposite their respective signatures.


Applicant/Employee's Signature

Date

(Print Name of Prospective Employer/Employer)

Human Resource ProFile, Incorporated

By:  _____

By:  _____

HRP as its duly authorized Agent
Print Name: Mark Owens
Title: President
Date: April 1, 2023

Print Name: Mark Owens
Title: President
Date: April 1, 2023

Human Resource ProFile, Inc.



IMPORTANT DISCLOSURE

FCRA Required
Clear and Conspicuous Notice

Please read before completing and signing the Employment ProFile Form.

I HAVE BEEN INFORMED IN WRITING AND ACKNOWLEDGE THAT A "CONSUMER REPORT" AND/OR AN "INVESTIGATIVE CONSUMER REPORT" MAY BE OBTAINED ON ME FOR EMPLOYMENT PURPOSES.

I FURTHER UNDERSTAND THAT THIS "CONSUMER REPORT" AND/OR "INVESTIGATIVE CONSUMER REPORT" WILL BE PERFORMED BY HUMAN RESOURCE PROFILE AND PROVIDED TO MY PROSPECTIVE/CURRENT EMPLOYER. I ALSO UNDERSTAND THAT I HAVE CERTAIN RIGHTS THAT ALLOW ME TO DISPUTE ANY ERRONEOUS INFORMATION CONTAINED IN MY REPORT.

I FURTHER UNDERSTAND I HAVE A RIGHT TO MAKE A REQUEST TO HR PROFILE, UPON PROPER IDENTIFICATION, TO REQUEST THE NATURE AND SUBSTANCE OF ALL INFORMATION IN ITS FILES ON ME AT THE TIME OF MY REQUEST.

I ALSO ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS STATEMENT.

Signature _____ Date _____

Notice to California Applicants: Under California law, the consumer reports we order on you are defined as investigative consumer reports. These reports may contain information on your character, general reputation, personal characteristics and mode of living.

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by HR ProFile during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services, by appearing at HR ProFile in person or by mail. You may also receive a summary of the file by telephone. The agency is required to have personnel available to explain your file to you and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification.

YES, I am a California Applicant and I request to receive a free copy of any investigative consumer report ordered on me by checking this box.

YES, I am a California Applicant and I hereby waive my right to obtain a copy of the consumer report by checking this box.

Maine applicants only: By checking here, I indicate that I wish to receive a copy of any Report obtained by the Employer from HR ProFile as well as the address and telephone number of said consumer reporting agency. (Check only if you wish to receive a copy)

New York applicants only: By checking here, I acknowledge that I have received the attached copy of Article 23A of New York's Correction Law and that I wish to receive a copy of any Report obtained by the Employer from HR ProFile as well as the address and telephone number of said consumer reporting agency.

Massachusetts, Minnesota, New Jersey, & Oklahoma applicants only: I have the right to request a copy of any Report obtained by the Employer from HR ProFile by placing a checkmark here. (Check only if you wish to receive a copy)

California, Connecticut, Hawaii, Illinois, Maryland, Oregon, Vermont, & Washington State applicants only (as applicable): I understand that the Employer will not obtain information about my credit history/records, credit worthiness, credit standing, or credit capacity unless the information is substantially job related, and the reasons for using the information are disclosed to me in writing. Credit history information is considered for positions whose essential functions include access to customer and/or company financial or confidential information, managerial positions (as defined by the State Labor Laws), a position in a financial institution, a position with signatory rights on the company bank account credit card, or money transfers, a position with authority to enter into financial contracts, a position with regular access to cash totaling \$10,000 or more of the employer, a customer, or a client during the workday, or a position for which the information contained in the report is required by law to be disclosed or obtained.

Human Resource ProFile, Inc.

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