# Addendum for NRMA Participation (Vendor)

We (backgroundchecks.com) will make available to you (the company named below) a search of a retail loss database known as the National Retail Mutual Association (“NRMA”) database operated by a supplier, General Information Services, Inc. (“GIS”). The NRMA database is a database of electronically stored summary reports, each from an NRMA database user (a “User”) of an act of theft (including shoplifting) or dishonesty (including employee dishonesty) in the United States (that act being an “Incident”) for which the User has the individual’s signed or orally recorded statement acknowledging the conduct (“Proof”). This addendum adds to the terms on our website at http://www.backgroundchecks.com/terms/. If you have not registered on our website and agreed to those terms, you must do so for this addendum to come into effect. We will make the NRMA database available promptly after you have both accepted the online terms and returned a signed copy of this addendum to us. We may terminate this addendum at any time by notice to you, without terminating the rest of the agreement between you and us.

## Qualification

You represent that you provide services to a business that is a current user of the NRMA database (the “Sponsor”), that your Sponsor is also the business who is sponsoring you within our VendorSafe program, and that your services involve your personnel working on the Sponsor’s property.

## Restricted Use

Our website allows you to tell us the purpose for which you will use our services. Despite anything that you tell us on our website (or in any other way), you agree not to use any of our services for any purpose other than “employment purposes” under the Fair Credit Reporting Act and you agree not to resell any consumer reports that we provide you to anyone else. You also agree not to request searches of the NRMA database about anyone other than personnel whom you are assigning to work on the property of the Sponsor.

## Reports

You acknowledge that, because of the restricted nature of the reports from the NRMA database, we may report any information found separately from the report you access on our website and GIS may supply the report to you directly. Even when this is the case, you agree to abide by the terms on our website and in this addendum for that report.

## Submission

You agree to submit to your Sponsor an Incident report for any Incident for which you have Proof when the Incident involves your personnel that were providing services to your Sponsor. You agree to use good faith efforts (in cooperation with your Sponsor) to obtain Proof for new Incidents and to submit new Incident reports within seven business days after termination of employment for Incidents that employees commit or within seven business days after disposition for other Incidents. You affirm that you have independently educated yourself about how the Fair Credit Reporting Act regulates your submission of information to the NRMA database and have read the notice appearing at 12 C.F.R. part 1022 app. M (see http://www.geninfo.com/docs/Obligations-of-Furnishers.pdf). By providing an Incident report, you also affirm that you have satisfied the requirements of Section 380-j(b) of the New York General Business Law, if it applies.

## Verification

GIS intends to request that you confirm the information in an Incident report that you submitted before reporting it to any other User. You agree to designate one or more individuals who are authorized to confirm that information on your behalf. You agree to use reasonable efforts, on receipt of the request, to do one of the following within one business day: (a) confirm the information, (b) correct the information, or (c) request that we remove the Incident report from the NRMA database. By confirming or providing corrected information, you affirm that the information is accurate and supported by Proof.

Signed for

(signature) (full company name)

by , its , on .

(printed name of signer) (title of signer) (date of signature)