



Founding Member Agreement

This Agreement is between AmericanChecked Inc. (AC) 4870 South Lewis Avenue, Suite 120, Tulsa, OK 74105 and (name) _____, (address) _____ Founding Member (FM). This Agreement is entered into on _____, 20____.

Both companies desire to work together for the betterment of the industry to form a cooperative type of network, TribalTRAC (TT), for Indian Gaming which will provide services to assist in fulfilling requirements of NIGC as well as enhance applicant recruiting techniques.

FM wishes to be a Founding Member of TribalTRAC (TT) and as such to be eligible to participate in programs and benefits developed and provided by TT to Founding Members described below.

In consideration of the above, intending to be bound, the companies agree as follows:

1. TT will endeavor to develop a comprehensive, cooperative repository of tribal gaming employees by storing employment and license histories regarding terminated employees, which histories TT is authorized to offer for sale to others in the industry in accordance with this Agreement. Access to Commission reports are strictly limited to authorized Tribal Gaming Commissions and Regulatory Agencies only. Public, State, Casino HR and any other third party access to these records is not permitted.
2. In connection with developing the repository and providing information to FM, TT and FM will comply with the requirements of the Fair Credit Reporting Act (FCRA) and any other applicable law, rule or regulation. In connection with its use of any information provided to it by TT, FM shall comply with the requirements of the FCRA and any other applicable law, rule or regulation.
3. As an Accredited agency, AC will ensure the following safety and security measures:
 - a. TT servers are housed in a **SSAE16 SOC 2 Type 2** (formerly SAS 70) audited data center. The facility is monitored by high-definition cameras and is staffed by on-site security personnel twenty-four hours a day, seven days a week. Access is limited to authorized TT personnel only, via biometric scan. The servers are mounted in a locked cabinet that contains only TT equipment. Servers are protected by redundant air conditioning, on-site back-up generators, and fire prevention systems. Redundant fiber connections from multiple broadband providers ensure continued availability of internet service.
 - b. Full backups are performed nightly. Incremental backups are performed on a continuous basis throughout the day.
 - c. All data transmission, including XML traffic, is encrypted using SSL certificates issued and managed by Thawte. Servers are protected by multi-level firewall technology and intrusion detection software. Vulnerability scans are conducted on a regular basis by a PCI Approved Scanning Vendor.
 - d. AC maintains and strictly enforces a comprehensive INFOSEC policy. This policy is readily available to all Founding Members.
4. Within 90 days of the date of the date of this Agreement (Commencement Date), FM will provide any employment history records it possesses in an electronic format mutually acceptable to TT and FM for all its terminated employees, up to the prior seven (7) years.

AmericanChecked, Inc.

Section 1

SERVICE AGREEMENT



THIS AGREEMENT is between AMERICANCHECKED, INC and ("Customer") and is entered into on .

1. Services Rendered by AmericanChecked, Inc

1.1 Upon request and relying upon Customer's representations that it is an established business and has a legitimate purpose for information, AMERICANCHECKED, INC will provide consumer reports ("Reports") to Customer. AMERICANCHECKED, INC will only furnish Reports for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA") and no other purpose.

1.2 Periodically and upon request, AMERICANCHECKED, INC will provide to Customer copies of certifications, customer consents, notices and summary of rights under the FCRA as well as other forms, which AMERICANCHECKED, INC finds helpful in meeting its obligations under the FCRA and other applicable laws. However, it is the responsibility of Customer to be knowledgeable about and to comply with the FCRA, the Driver Privacy Protection Act, 18 U.S.C. § 2721 et seq. ("DPPA") and other applicable federal, state and local laws regulating the release and use of such consumer reports.

1.3 If Customer retains an independent agent to process employee applications, AMERICANCHECKED, INC will provide a Report to such agent only after AMERICANCHECKED, INC receives a written authorization from Customer to release such information to its agent. Customer maintains the responsibility to advise AMERICANCHECKED, INC in writing of any change in the authority of the agent. AMERICANCHECKED, INC has the right to rely upon the last written notification from Customer in regard to such agency.

2. Customer Responsibilities when Ordering Reports

2.1 Customer represents that it is an existing business with the legitimate need for Reports offered by AmericanChecked, Inc. Customer specifically represents and warrants that all Reports, whether electronically transmitted, printed, written or oral, submitted to Customer by AmericanChecked, Inc, are and shall be for the exclusive use of Customer. Customer further represents that it is end user of the Reports. Customer will request Reports for one of the following purposes only: employment by hire or contract, establishing eligibility for licensing, or in connection with a legitimate business transaction initiated by the individual who is the subject of the Report.

2.2 Customer represents that after taking adverse action based in whole or in part upon information contained in a Report furnished by AmericanChecked, Inc, Customer shall:

- (i) provide notice of such action to the individual;
- (ii) provide the name, address and telephone number of AmericanChecked, Inc; and
- (iii) inform the individual that he/she is entitled to a free copy of the Report and has a right to dispute the record through AMERICANCHECKED, INC and that AMERICANCHECKED, INC is unable to provide the individual the specific reasons why the adverse action was taken by you.

2.3 Customer represents that, in addition to complying with the FCRA and similar state laws in regard to all Reports, it will follow the requirements of the DPPA and the various state laws implementing the DPPA in regard to motor vehicle reports.

2.4 If Customer orders an investigative consumer report as defined by the FCRA, it will:

- (i) provide notice to the subject of the Report that an investigative consumer report has been requested;
- (ii) provide to the individual a summary of the individual's rights under the FCRA; and
- (iii) provide all required disclosures to the subject upon request by the consumer.

2.5 Customer acknowledges that information obtained from AMERICANCHECKED, INC. is governed by federal and state law and if Customer violates such law e.g.: misuses information obtained, obtains information for an improper purpose or obtaining information without proper documentation such as violation(s) can have extreme negative consequences to AMERICANCHECKED, INC. as well as to customer.

3. Customer Representations and Responsibilities when Ordering a Report for Employment Purposes

3.1 Customer represents that prior to requesting a Report for employment purposes, Customer will:

- (i) disclose to the individual who is the subject of the Report that a consumer report may be obtained;
- (ii) obtain, except as otherwise permitted by law, the written consent of the individual allowing the obtaining of the consumer report; or in the case of an individual, over whom the Secretary of Transportation has the power to establish qualifications and maximum hours of service and who applies for employment by mail, telephone, computer or other similar means, but not in person, Customer shall obtain a consent from such individual by oral, written or electronic means; and
- (iii) not utilize any information in violation of any federal or state equal employment opportunity law or regulation.

3.2 Customer represents that prior to taking adverse employment action against the individual who is the subject of the Report, when such action will be based in whole or in part upon the information contained in the Report furnished by AmericanChecked, Inc, Customer will, except as otherwise provided by law, provide a copy of the Report to the individual and a description, in writing, of the individual's rights under the FCRA. If subsequent adverse action is taken, Customer will also follow ~2.2 of this Agreement.

4. Compliance with Applicable Law

4.1 The laws relating to the furnishing and use of information are subject to change. It is the responsibility of Customer to become knowledgeable in such laws and to comply with them. The failure to comply with the then current applicable law may result in a breach of this agreement, termination of service, and civil and criminal liability. AMERICANCHECKED, INC does not undertake any obligation to advise Customer of its legal obligations. However, AMERICANCHECKED, INC will not offer a product that it may not lawfully provide. Further, AMERICANCHECKED, INC may from time to time provide advisories regarding such Reports to its Customers, but such advisories are not to be considered legal advice by AMERICANCHECKED, INC to Customer and Customer should consult its own legal counsel for advice regarding its use of information.

4.2 Customer agrees to promptly execute and return to AMERICANCHECKED, INC all documentation required, now or in the future, by any government agency or AMERICANCHECKED, INC to permit release of information or to ensure compliance with applicable laws or regulations. This includes the right to audit any request made by Customer. The failure to return such documentation will result in Customer being blocked from receiving the information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.

5. Charges for Services

5.1 AMERICANCHECKED, INC will charge a fee for each request made by Customer, in accordance with AmericanChecked, Inc price schedule. Governmental pass-through fees are subject to change without notice. AMERICANCHECKED, INC reserves the right to change the fees charged upon thirty (30) days notice to Customer. Applicable sales or other taxes will be added to all fees.

5.2 AMERICANCHECKED, INC will bill Customer monthly for any charges not prepaid. Payment on all invoices will be due fifteen (15) days after billing. For any invoice not paid within fifteen (15) days, AMERICANCHECKED, INC will add and collect a SERVICE CHARGE of 1 % per month (or the maximum permitted by applicable law, if lower). Customer agrees to pay AmericanChecked, Inc reasonable attorney's fees and costs incurred in the collection of amounts due under this Agreement.

6. Workers' Compensation Claim Histories

Upon request, AMERICANCHECKED, INC shall provide Customer with the claim history of an applicant from all jurisdiction(s) to which AMERICANCHECKED, INC has access. Customer understands that such information is not available in all jurisdictions due to statutory or administrative restrictions. Such Reports may be used by Customer solely for the purpose of verifying information furnished by the job applicant and evaluating physical qualifications of the applicant or for other legitimate purposes permitted by Customer's jurisdiction, the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., the FCRA and similar statutes. Many states restrict the use of this information, and Customer assumes responsibility of complying with those restrictions. AMERICANCHECKED, INC makes no representations as to the permitted use of the information requested.

7. Confidentiality of Information

7.1 Reports provided by AMERICANCHECKED, INC to its Customers are considered confidential by law. Upon receipt, Customer shall treat all Reports and any other documentation in strict confidence and shall not reveal or make such information accessible in any manner whatsoever to any third party except as otherwise required by law. Such information shall be maintained in confidential files to which access is restricted. Only those employees who need such information to perform their job duties shall have access to the same. Customer shall supply to AMERICANCHECKED, INC the name and phone number of the contact person or persons with whom AMERICANCHECKED, INC may discuss the contents of Reports furnished to Customer or to verify information furnished by Customer.

7.2 All information stored or Reports furnished by AMERICANCHECKED, INC are confidential and will not be disclosed to any party, except as stated in this Agreement. Information, other than the Employment Credit Report, may be disclosed to:

- (i) the employees or agents of Customer who will use the information for the purposes for which it was ordered;
- (ii) AmericanChecked, Inc, its employees, agents and attorneys;
- (iii) the individual who is the subject of the Report;
- (iv) governmental agencies exercising a right to review Customer's files for compliance with any applicable law or regulation;
- (v) insurance companies authorized by a Customer to access information on Customer's current drivers for insurance underwriting purposes;
- (vi) Customer's attorneys in connection with a matter in which such Report is relevant;
- (vii) other parties who have a permissible purpose under the FCRA; and
- (viii) otherwise as from time to time may be authorized by law.

8. Responsibility for Information

8.1 Customer acknowledges that AMERICANCHECKED, INC relies totally on the information furnished by its Customers to be stored by AMERICANCHECKED, INC to prepare any proprietary database reports and substance test results. AMERICANCHECKED, INC also relies on the information contained in the records of various governmental agencies for other reports. AMERICANCHECKED, INC shall utilize commercially reasonable efforts to ensure complete and accurate Reports; however, AMERICANCHECKED, INC cannot and does not guarantee the accuracy of any Report. Customer agrees to indemnify, defend and hold AMERICANCHECKED, INC and its officers, directors, employees, agents and contractors harmless from and against any and all costs, losses, judgments and liabilities (including, without limitation, claims of libel, slander, defamation and wrongful discharge) which may be asserted against AMERICANCHECKED, INC or any of its officers, directors, employees and contractors arising, directly or indirectly, from the collection, possession, furnishing, transmittal or use of the Reports or any other documentation furnished from Customer to AMERICANCHECKED, INC or by AMERICANCHECKED, INC to Customer, except for any direct losses by customer arising from AMERICANCHECKED, INC violation of the FCRA or similar state laws. Customer agrees to assert no claim and waives liability against AMERICANCHECKED, INC for any inaccurate or false information included in any Report unless AMERICANCHECKED, INC had actual knowledge of the error and failed to correct it.

8.2 Customer will pay for and agree to hold AMERICANCHECKED, INC harmless and will indemnify AMERICANCHECKED, INC from all claims, liabilities, losses and expenses resulting from Customer's breach of this Agreement or violation of applicable law. AMERICANCHECKED, INC agrees to hold Customer harmless from all claims and losses arising from AmericanChecked, Inc violation of any applicable law.

9. Use of AMERICANCHECKED, INC Website

9.1 AMERICANCHECKED, INC will maintain a website from which Customer may order Reports for permissible purposes under applicable federal and state laws.

9.2 In regard to the availability of Reports, some states restrict the ordering and/or receipt of Reports over the Internet. The availability of Reports over the Internet is subject to change due to the changes in federal or state laws or interpretation of such laws or the implementation or amendment of regulations in regard thereto. AMERICANCHECKED, INC will advise Customer if a Report cannot be provided. AMERICANCHECKED, INC makes no warranty regarding the availability of any type of Report at any given time.

9.3 Customer is responsible to ensure that only authorized persons have access to user names and passwords and that all requests for Reports are authorized and for a permissible purpose. Customer shall maintain all user names and passwords with strict security. Passwords will change periodically to enhance security. In addition, if an employee who had access to a user name and password leaves the employment of Customer, Customer shall immediately contact AMERICANCHECKED, INC to delete the previous user name and password. Customer is responsible to monitor the usage of its service to detect any unauthorized usage and access to its database that might compromise the confidentiality of the information supplied by AmericanChecked, Inc. Customer shall monitor its systems for unauthorized access on a regular basis. Customer shall review its monthly statements as one method to detect unauthorized usage. Customer shall allow AMERICANCHECKED, INC access to any information needed by AMERICANCHECKED, INC to conduct its own audit of Customer's use of the Reports ordered in order to detect unauthorized usage. The failure to comply with any provision of this paragraph may result in immediate termination of service without notice.

9.4 Customer agrees not to use any automatic method to avoid inactivity, disconnect or otherwise maintain a connection unless actually using it.

9.5 Neither Customer nor its authorized representatives, employees, etc., shall post on or transmit to the AMERICANCHECKED, INC website any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law.

9.6 Website content is provided by AMERICANCHECKED, INC "AS-IS" without warranties of any kind, either expressed or implied. TO THE EXTENT ANY ACCESS OR USE OF THE AMERICANCHECKED, INC WEBSITE CONSTITUTES A SALE OR EXCHANGE OF GOODS, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. AMERICANCHECKED, INC does not warrant that its website is free from interruptions, errors, computer viruses or other harmful components. AMERICANCHECKED, INC may withdraw, improve or otherwise modify its website content at any time without any notice to you. Customer agrees that under no circumstances, including, but not limited to, negligence, shall AMERICANCHECKED, INC be liable for any direct or indirect, special, incidental or consequential damages related to Customer's use of AmericanChecked, Inc website. This includes, but is not limited to the loss of data or profit arising out of the use or the inability to use the AMERICANCHECKED, INC website even if an AMERICANCHECKED, INC representative has been advised of the possibility of your damages.

9.7 Excluding the Employment Credit Report, AMERICANCHECKED, INC makes no representations that the content or materials in the AMERICANCHECKED, INC website are appropriate or available for use outside of the USA, the territories of the USA or Canada. Customer agrees to refrain from accessing and requesting Reports on the AMERICANCHECKED, INC website from a jurisdiction where Customer knows that its access is illegal or prohibited. In accessing and using information, Customer does so at its own initiative and Customer is responsible for compliance with applicable laws and regulations.

9.8 AMERICANCHECKED, INC claims a copyright interest in the compilation of all of the AMERICANCHECKED, INC website content, including without limitation, any AMERICANCHECKED, INC websites. The laws of the United States of America and all other signatories to the Berne Convention protect the copyright owner from infringement and Customer agrees not to violate them in the access and use of any AMERICANCHECKED, INC website. AMERICANCHECKED, INC agrees to hold Customer harmless from any claims of copyright infringement or the like arising out of Customer's use of AmericanChecked, Inc website.

10. Termination of Agreement

10.1 This Agreement shall be for a term of one year from the date hereof, and shall be automatically renewed for successive one-year terms unless terminated by either party as provided below: (i) with sixty-day written notice by either party, (ii) immediately with written notice if party is in material breach of this Agreement or any law or regulation regarding the performance of this Agreement. Notice in either case shall be sent to the representative signing this Agreement. The address for Customer is that shown in the files of AMERICANCHECKED, INC unless a different individual or address is later designated in writing by such party.

10.2 Customer will remain liable for all charges made to its account prior to the effective date of the termination.

II. Ownership of Computer Programs

This Agreement does not include the sale or license of any computer program used in AmericanChecked, Inc providing services under this Agreement. Further, it is understood that such programs are not to be sold, transferred, assigned, given, downloaded or lent to any other person or entity.

12. Change in Customer's Business

Customer shall immediately notify AMERICANCHECKED, INC of any of the following events: change in ownership of Customer (over 50%); a merger; change in name; or change in the nature of Customer's business that in any way affects Customer's right to request and receive consumer reports.

13. Miscellaneous Provisions

13.1 This agreement is between AMERICANCHECKED, INC and customer only and no term herein shall be construed to be for the benefit of any third party

13.2 This Agreement supersedes any and all prior negotiations or agreements, oral or written, between AMERICANCHECKED, INC and Customer, and represents the entire Agreement between the parties. Any alteration, modification or amendment of this Agreement must be in writing containing the signature of an authorized representative of each party; however, subsequent representations by Customer to show compliance with existing or future laws are effective when signed by Customer. The parties agree that there are no third party beneficiaries to this Agreement. In the event a purchase order is issued, and any term or condition of the purchase order conflicts with this Agreement, then the terms and conditions of this Agreement will prevail.

13.3 All communications and notices to be given under this Agreement will be made to the addresses and telephone numbers set forth herein. Each party will notify the other promptly of any change of address or telephone number.

13.4 This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and AMERICANCHECKED, INC and Customer hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

13.5 This contract is assignable by AMERICANCHECKED, INC at any time to its successor in interest. However, due to obligations of AMERICANCHECKED, INC to obtain specific certifications from its users prior to providing Reports, Customer cannot assign in whole or in part this Agreement to any party, even a successor organization.

13.6 This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of Oklahoma by AmericanChecked, Inc. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of Oklahoma without reference to its conflict of laws. AMERICANCHECKED, INC and Customer hereby consent to the exclusive jurisdiction of any state or federal court located within the County of Tulsa, State of Oklahoma, and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. The parties hereto each accepts for and itself generally and unconditionally, the jurisdiction of the aforesaid courts and waives any defense of forum *non conveniens*, and irrevocably agrees to be bound by any judgment rendered.

CUSTOMER

Name of Company

Address, City, State, Zip

Name of Contact

Title

Phone

Signature

Date

AmericanChecked, Inc.
4870 S. Lewis Avenue
Suite 120
Tulsa, OK 74105
918-742-6737

Company Representative

Title

Signature

Date

Required Information- Please Check the Appropriate Box Below

Our company has offices located in California where California residents may be employed. Yes No
If the answer is "Yes", a California Addendum to Service Agreement must be completed and returned with this agreement.

AmericanChecked, Inc
Section 2
Customer Application



To maintain compliance with the Fair Credit Reporting Act, the Driver Privacy Protection Act, and various other state laws and regulations. AMERICANCHECKED, INC. **MUST** verify the legitimacy of all accounts. Please complete the following information.

Customer Name:

TYPE OF BUSINESS (Select ONE):

EMPLOYER - Screening applicants/employees for my company only.

Number of employees:

Describe type of business or provide SIC Code

Industry Type:

Please include ONE of the following:

1. Verification of Federal Tax ID. Examples include: Copy of Federal Tax Deposit Coupon or Federal, State or Local Tax Records. (Confidential information may be blocked.)
2. Copy of Certificate of Incorporation or Good Standing with Secretary of State.
3. Business License/Occupational License, etc.

OTHER - Describe type of business below.

WILL YOU BE ORDERING CREDIT OR SSN TRACK PRODUCTS? Yes No

My business is engaged in the underwriting of insurance? Yes No

My business is licensed or providing service as an attorney or detective/investigative agency? Yes No
If yes, indicate which:

Does your company plan to resell or release information from the consumer credit report to a third party? Yes No

Will your company, or does your company provide credit repair or credit counseling services for a fee? Yes No

PURPOSE FOR ORDERING MVRS (Check all boxes below that apply to your situation):

My business orders MVRs for employment purposes, for applicants and employees of my company only.

My business orders MVRs for purposes of reselling or providing to a third party (please check reason below)

for employment other - describe:

("Reselling" means providing information obtained from AMERICANCHECKED, INC. to another entity outside of your company. AMERICANCHECKED, INC. does not consider insurance agents providing an MVR to the insurance company "reselling.")

My business orders MVRs for another reason (please describe fully):

BUSINESS INFORMATION

Customer Account Number (Office Use Only) :

Customer Name:

Parent Company Name (if applicable):

Other Trade or DBA Names:

Physical Address:

City, State, Zip:

Federal Tax ID #:

Type of Enterprise or Corporation in the State of:

Partnership Sole Proprietor Corporation Name

Date Incorporated

For Partnership or Sole Proprietor, please complete the following:

Owner Name:

Resident Address:

SSN #:

Signature: _____

For Corporation, please complete the following:

Officer Name: Title:

Officer Name: Title:

Officer Name: Title:

Month & Year Established:

Dun & Bradstreet #:

Credit Bureau #:

If company listed on Stock Exchange, please provide your ticker symbol:

Business Phone Listing Under the name of:
(Must be listed with Directory Assistance)

Local Business Phone Number:

Fax Number:

Toll-Free Phone Number:

E-mail Address:

Web Site Address:

BANK VERIFICATION / REFERENCES - Complete or attach Trade Sheet

Bank Name:

Account #

Address:

City, State, Zip:

Contact:

Phone #:

I understand that in connection with approval of this application, I am authorizing AmericanChecked, Inc to request business checking information on the account listed above.

Signature: _____

Date:

(Office Use Only)

Date Account Opened: Nature of Business: Account in Good Standing: Y N

Verified By: Date:

Please provide the requested information below on 2 credit vendors (local vs national vendors is preferable):

Credit / Vendor Name:

Account #

Address:

City, State, Zip:

Contact:

Phone #:

Credit / Vendor:

Account #

Address:

City, State, Zip:

Contact:

Phone #:

Name of Person completing form:

Title:

Date:

Signature of Person completing form: _____

I certify that the information provided on this application is true.

If you change the purpose for which you obtain information from AMERICANCHECKED, INC., you must inform us in writing of your intent. Failure to inform AMERICANCHECKED, INC. or unauthorized resale will result in an immediate termination of service.

TO AVOID A DELAY IN YOUR ACCOUNT SET UP, PLEASE CHECK ALL INFORMATION CAREFULLY AND BE SURE TO INCLUDE ALL REQUIRED DOCUMENTATION.

- a. Thereafter, FM will provide to TT for storage and dissemination with proper authorization, employment history records of terminated employees using its best efforts to provide the records within three (3) days of termination of the employee.
 - b. FM will remain the owner of the records it stores with TT and TT will be the custodian of the records stored in the repository. FM may request return of the records upon termination of this Agreement. In the case of such return, TT may keep a copy of the records and continue to include the records in the database and provide reports regarding the records from the repository.
 - c. FM will NOT pay any membership fee.
5. FM will begin using TT and will use TT as its exclusive provider of TT Services (meaning the provision of license verifications and histories for employees) for at least a three (3) year period, and will not provide license histories for its terminated employees to any other service provider provided TT satisfies the following requirement:
- a. **TT will provide Services at levels of accuracy and timeliness that are at least as high as those customary for a professional employment screening agency.**

The three (3) year term will be automatically extended for additional, successive one-year terms unless either party provides written notice of termination to the other party at least forty-five (45) days before the end of the initial term or renewal of that term. In addition to being the exclusive provider of EHR services, FM may, during the term and any extension, at FM's option on a nonexclusive basis, order background checks and other employment screening services from AC. These services will be provided by AC at FM discounted prices for such services. As a result, FM will be able to obtain from AC all employee screening services customarily utilized by FM.

- 6. For so long as TT is the exclusive provider of Services to FM and FM timely provides records to TT after the Commencement Date, FM will be entitled to receive the following FM exclusive benefits/privileges:
 - a. FM designation.
 - b. FM will receive a \$3 TRAC Credit (applicable to Commission Employment Record (CER) and License History Report (LHR) Services) each time a record is submitted.
 - c. FM will receive discounted access price of \$3 per hit (no charge if no record is found).
 - d. FM will receive discounted pricing on all TT products and services.
 - e. Membership, access and network fees shall be waived for FM.
 - f. Industry recognition.
 - g. One (1) "Founders Board" seat.
- 7. TT will enhance the repository by developing, as requested by its Members, employment verifications for previous employers that are not at the time of the request included in the CER and then including the information contained in those verifications in the CER.
- 8. TT will form a Board which will provide advice and assistance:
 - a. The "Founders Board" will include, at the option of FMs, ten to twelve (10-12) Founding Members, 2 NTGCR appointed advisors and 4 AC advisors which will, from time to time and at least once per year, meet to provide advice and guidance to TT with respect to general industry topics, product/service needs and government relations matters.

AmericanChecked Inc.

Tribal Entity: _____

By _____

By _____

Signature _____

Signature _____

Title _____

Title _____