

BACKGROUND SCREENING SERVICES

European Economic Area (EEA), United Kingdom & United Arab Emirates

This Background Screening Service Addendum – European Economic Area and United Kingdom (“Addendum”) is made and entered into by and between First Advantage Europe Ltd. (“Service Provider”), and _____ (“Client”), on behalf of itself and on behalf of its Authorised Affiliates (defined below), pursuant to the Master Services Agreement entered into on the ____ day of _____ 20____ (“MSA”).

1. **DESCRIPTION OF SERVICES.** Client may order the Services set forth in Schedule A in the EEA and United Kingdom (“UK”) from Service Provider, having its principal place of business at Standard Court, Park Row, Suite 203, Nottingham NG1 6GN, United Kingdom, in accordance with their respective rights and obligations as defined below and pursuant to the terms and condition of this Addendum. Client shall pay Service Provider for all Services as outlined in Schedule A.

2. **DEFINITIONS AND INTERPRETATION.**

2.1 Capitalised terms used but not defined in this Addendum have the meaning given to them in the MSA or in any referenced terms and conditions herein. Reference to any statute or statutory provision shall include a reference to any statute or statutory provision which amends, extends, consolidates or replaces the same (save to the extent that any amendment, extension, consolidation or replacement would impose more onerous obligations than otherwise exist at the date of this Addendum) or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

2.2 The singular includes the plural and vice versa and any gender includes all genders.

2.3 The following are defined terms:

Authorised Affiliate means any of Client’s affiliate(s) which is permitted to use the Services pursuant to the MSA between Client and Service Provider, but has not signed an agreement directly with Service Provider and is not a “Client” or “Customer” as defined under the MSA;

Client Authorised End-User means any authorised Client end-user that has a contractual relationship with Client which may require Client to provide such end-user a copy of the background screening reports that have been provided by Service Provider;

3. **TERMS.**

3.1 **UNITED KINGDOM CRIMINAL DISCLOSURE CHECKS.** The parties acknowledge and agree that to the extent Client orders UK disclosure check services from Service Provider, the terms and conditions located at http://images.learn.fadv.com/Web/FirstAdvantageCorporation/{1da205a4-05d3-4a26-95eb-5a48aebb4860}/UK_Disclosure_Checks_Terms.pdf shall apply.

3.2 **DIGITAL ID.** The parties acknowledge and agree that to the extent Client orders Digital ID services from Service Provider, the terms and conditions located at https://fadv.com/wp-content/uploads/DigitalID_Terms.pdf shall apply.

3.3 **DRIVER AND VEHICLE LICENSING AGENCY.** The parties acknowledge and agree that to the extent Client orders Driver and Vehicle Licensing Agency check services from Service Provider, the terms and conditions located at <https://fadv.com/dvla-terms-2/> shall apply.

3.4 **EXPERIAN.** The parties acknowledge and agree that to the extent Client orders Experian services from Service Provider, the terms and conditions located at https://fadv.com/wp-content/uploads/Experian_Flow_Down_Terms.pdf shall apply.

3.5 **ID3GLOBAL AND PAF SOLUTION.** The parties acknowledge and agree that to the extent Client orders ID3Global and PAF Solution services from Service Provider, the terms and conditions located at <https://fadv.com/id3-terms/> shall apply.

3.6 **SOCIAL MEDIA SEARCH / REPUTATIONAL MEDIA SEARCH.** Client may order Social Media Searches and/or Reputational Media Searches (the “Reports” for purposes of this section) from Service Provider for pre-employment/employment purposes. Client acknowledges that the use of such Reports may be subject to applicable laws in the country of hire and/or country where the candidate is located, including but not limited to, laws and regulations related to data protection, employment and hiring practices, anti-discrimination, and equal opportunity and that Service Provider makes no warranties, express or implied, regarding such Reports. Client agrees that it will consult with its legal counsel regarding the appropriate use of such Reports prior to making a pre-employment or employment decision with respect to its prospective and/or current employees and contractors.

4. **MISCELLANEOUS PROVISIONS.**

4.1 This Addendum may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this Addendum by executing a counterpart.

4.2 Client may only disclose Personal Data to those of its Client Authorised End-Users who have been identified in writing to Service Provider prior to disclosure.

- 4.3 Client agrees that Client is (i) responsible for the acts and omissions of its Authorised Affiliates and Client Authorised End-Users and (ii) liable for any failure by its Authorised Affiliates and/or Client Authorised End-Users to perform or observe the terms and conditions of this Agreement including without limitation to the provisions set out in this Addendum.
- 4.4 Client agrees that Client, its Authorised Affiliates and Client Authorised End-User are the end-users of all reports, and will not resell, sub-license, deliver, display, or otherwise distribute any report, or provide any information in any report, to any third party, except as otherwise required or permitted under applicable law.
- 4.5 Client agrees not to market the reports through the Internet.
- 4.6 Service Provider may impose additional requirements in connection with Client orders and use of reports in order to comply with changes in laws, to better protect the security and privacy of the information Service Provider provide or as Service Provider otherwise reasonably believes to be prudent or as required under the circumstances. Client agrees to comply with all such additional requirements after Client has received notice of them.
- 4.7 This Addendum and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Addendum is signed by the duly authorised representatives of the parties as of the Effective Date.

Client:	Service Provider:	First Advantage Europe Ltd.
By:	By:	
Name:	Name:	Bret T. Jardine
Title:	Title:	Chief Legal Officer
Date:	Date:	