



Thank you very much for your interest in partnering with ISB Global Services for your employment background screening requirements. ISB Global Services has partnered with e2r in an effort to offer an added layer of compliance protection for organizations who need access to the information that reduces the risk to their business, at a standardized “preferred” partner pricing model.

The following MSA (Master Service Agreement) is intended for existing clients of e2r who require a partner to aid in the completion of employment background screening and associated services. It has been pre-drafted for simplicity, and includes the standardized discounted pricing for e2r clients.

Please review this cover page for instructions on how to complete MSA. The following MSA is 15 pages in total length (including this cover page). This is a fillable PDF. Please complete the required fields (you can print and manually fill in the information if necessary), and once complete, please send the completed document to:

Adam Pennycook
apennycook@isbglobalservices.com
587-987-5157
Director of Sales, ISB Global Services

The sections requiring client completion are the following:

- **Page 2**
 - **Date**
 - **Company legal name/address/phone number**
- **Page 9**
 - **Signature/job title/date**
- **Page 12 & 13 – Schedule “B”**
 - **Complete “Customer Setup Form”**
- **Page 14 – Schedule “C”**
 - **Complete payment information for monthly invoicing of services used**

Once completed, please allow 7-10 days to complete the customer setup process. I will be reaching out to you directly to coordinate for implementation configuration, training, etc.

If there are any questions, please do not hesitate to contact me directly. Very much looking forward to welcoming you to the ISB Global Services world!

Sincerely,

A handwritten signature in blue ink, appearing to read "APennycook", is written over a light blue horizontal line.

apennycook@isbglobalservices.com
587-987-5157
Director of Sales, ISB Global Services



Insurance Search Bureau of Canada SERVICE AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 202__ (the “Effective Date”)

B E T W E E N:

Company Name (hereinafter referred to as “the Company”)

Address _____

City, Province _____

Postal Code _____

Telephone: _____

-and-

Insurance Search Bureau of Canada (hereinafter referred to as “ISB”)

100 Stone Rd W. Suite 203

Guelph, Ontario

N1G 5L3

T: (800) 609-6552

This Service Agreement (the “**Agreement**”) formalizes the agreement entered into between ISB and the Company for the provision of bilingual Background Screening (“**EBS**”) services to the Company.

ARTICLE 1 – SERVICES PROVIDED

ISB agrees to provide the services itemized in Schedule “A” (“**Services**”) to the Company.

ISB agrees to perform the Services in accordance with the following standards:

- Service Level commitments as identified in Appendix “1” to Schedule “A”;
- License the Company to use the ISB web based portal (as described herein) on a non-exclusive, non-transferable, non-sublicensable basis during the Term hereof strictly in accordance with the terms of this Agreement;
- Adhere to all applicable federal, provincial, and local legislation, regulation, rules, policies, ordinance and judicial decisions (collectively, “**Applicable Laws**”), including, without

limitation, as it applies to the searching, storage and disclosure of public and non-public information regarding individuals;

- Compile specified information regarding a designated individual from specified public and non-public resources; and
- ISB shall be responsible for providing the Company with an appropriate and legally compliant consent form or an electronic identification verification process, as required.

The Company acknowledges that it is the Company's sole responsibility to:

- complete the Customer Setup Form attached hereto as Schedule "B" and provide a copy to ISB upon signing this Agreement;
- confirm the identity of and obtain the signature from any individual being requested to sign a consent form or obtain the individual's consent electronically together with electronic identification verification process, in accordance with Applicable Laws;
- properly disclose to such individual the purpose and intended use of the consent form and/or electronic identification verification process;
- be fully knowledgeable as to Applicable Laws regarding the use, retention, storage and disclosure of information;
- comply with all Applicable Laws in relation to the retention, storage, disclosure, dissemination, use and destruction of the information obtained by and in the possession of the Company; and
- not to resell or use the information obtained for any purpose, save as disclosed to ISB, and under no circumstances to deal with or use the information save in accordance with Applicable Laws.

ARTICLE 2 – WARRANTY

The Company acknowledges that ISB compiles the information obtained from various public and non-public sources. ISB represents and warrants that the Services will be performed in accordance with Applicable Laws, using commercially reasonable efforts (the "**Warranty**"). The Warranty is the only representation and warranty provided by ISB to the Company and all other representations or warranties, express, implied or otherwise, are hereby disclaimed. As the information has been compiled from third parties, ISB makes no representation or warranty that the information provided will be accurate, reliable, complete, current, properly attributed, properly recorded, properly filed or legible.

Upon notification that the information provided fails to satisfy the Warranty, ISB will either, at its sole and absolute discretion:

- (a) deliver replacement information services to the Company which conform to the foregoing Warranty; or

- (b) refund or credit to the Company the amount paid for the particular Service that fails to satisfy said Warranty.

The above constitute the exclusive remedies of the Company in the event ISB does not satisfy its Warranty obligations.

All searches are performed based on the information provided by the Company. Any error in such information may result in incorrect information and is at the sole expense of the Company.

ARTICLE 3 – USE OF ISB PORTAL

The Company shall use the ISB web-based portal (the “**Portal**”) solely as follows:

- The Company shall use the Portal only for its own internal search purposes in accordance with Applicable Laws;
- The Company shall maintain the strict confidentiality of its Portal passwords, using at least the same level of confidentiality as it applies to its own confidential information and shall only disclose the passwords to its own employees on a need to know basis;
- The Company shall immediately inform ISB in writing if it becomes aware that any third party has gained access to its Portal passwords;
- The Company shall not make any copies of the Portal nor permit any third party to have access to or copy any part of the Portal; and
- Both during and after the Term, the Company shall not reverse engineer, copy, duplicate, enhance, augment, delete, alter or otherwise modify the Portal or any part thereof.

ARTICLE 4 – TERM AND TERMINATION

Term

This Agreement will be effective as of the Effective Date and will continue for an initial term of three (3) years (the “**Initial Term**”), unless earlier terminated as provided herein.

This Agreement will be automatically renewed for an unlimited number of twelve (12) month periods after the expiry of the Initial Term and on each anniversary date thereafter, unless prior written notice to terminate is given by either party to the other within 90 days prior to the expiry of the Initial Term or any subsequent renewal term.

Termination

Either party may terminate this Agreement immediately on the occurrence of any one of the following events:

- (a) The Company fails to pay any outstanding invoice when due;
- (b) Either party files an assignment into or is petitioned into bankruptcy;
- (c) Either party consents to the appointment of a receiver in respect of all or any substantial part of its assets;
- (d) Either party seeks re-organization under applicable bankruptcy laws
- (e) Either party has been adjudged by a court having jurisdiction that it is insolvent;
- (f) In the event that ISB fails to reasonably rectify a serious service related problem within 30 days of receiving written notice from the Company;
- (g) Either party's inability to pay its debts when due; or
- (h) The occurrence of a material breach of the terms of this Agreement by either party that has not been rectified within 30 days' written notice of same by the other party or which is incapable of rectification.

ARTICLE 5 – PRIVACY, SECURITY

Privacy/Confidentiality

The Company represents and warrants to ISB that:

- (a) All Services will be requested for legal and appropriate purposes and in compliance with Applicable Laws;
- (b) The Company understands that all information provided by ISB to the Company in accordance with the Services (the “**Deliverables**”) constitutes private information;
- (c) All private information and Deliverables provided by ISB as a result of screenings or other services performed by ISB pursuant to this Agreement will be held in strict confidence and in compliance with Applicable Laws; and
- (d) Use, disclosure, access, storage and disposal of such Deliverables, private information, and documents will be in compliance with Applicable Laws, or as prescribed by the Company's data destruction requirements.

“Social Media Sites” means social networking sites (including, but not limited to, Facebook, LinkedIn, Instagram, FourSquare, Pinterest, Twitter, etc.), blogs, microblogs, email, collaborative sites (including but not limited to Wikipedia, etc.), social news networking sites, content communities (including but not limited to YouTube, etc.), virtual game-worlds, virtual social worlds, and other Internet content. All information from Social Media Sites generated as a result of the services performed by ISB pursuant to this Agreement shall be accessed and collected in accordance with Applicable Laws. ISB shall: (a) access Social Media Sites that are either publicly available, or for which ISB has been provided with access rights; (b) take reasonable steps to

ensure that all personal information it collects from any Social Media Sites is accurate; and (c) collect only information as is needed for the purpose of the Services performed by ISB pursuant to this Agreement.

Data Security

The Data Centre of ISB is outsourced to Rogers' Managed IT solutions, a division of Rogers Communications ("**Rogers**"). Rogers, a Tier-1 data services provider, has established security protocols that maintain appropriate administrative, as well as technical and physical information safeguards to protect ISB assets and comply with applicable laws, regulations, industry standards relating to data security. These security protocols meet SOC-2 standards and are audited by an independent third party. The audit report is available from Rogers upon request.

The grounds and premises of ISB, including external entry gate, shall be maintained securely, aided by video cameras. Access to ISB grounds shall be gated. Entry through all exterior doors is to be restricted by biometric access procedures and all major internal doors shall require individual swipe-card access. All access, including gate, external door and internal door shall be recorded and stored.

Destruction of Confidential Information

All Deliverables, files, reports, communications and documents (paper or electronic) provided to the Company containing personal information will be retained by ISB for so long as reasonably required by Applicable Laws or otherwise, after which it will be destroyed or rendered non-identifiable.

ARTICLE 6 – INTELLECTUAL PROPERTY

The license contained herein does not grant any ownership right or title to the intellectual property relating to the ISB web-based Portal, or its related software, programs, object code, forms, copyrights, patents, inventions, trademarks, and materials (collectively, the "**ISB Intellectual Property**"). The Company acknowledges that all right, title and interest in and to the ISB Intellectual Property remains with ISB at all times.

ARTICLE 7 – PRICING

ISB agrees to provide the Services at the prices and on the payment terms stipulated in Schedule "C". The pricing and payment terms set forth in Schedule "C" will be subject to annual review and change at the sole and absolute discretion of ISB, including, but not limited to, annual cost of living adjustments.

ARTICLE 8 – INQUIRIES

Any concerns or questions regarding this Agreement can be answered directly by the following ISB staff, or such other or additional staff members as advised.

- Adam Pennycook – Director of Sales – apennycook@isbglobalservices.com (587) 987-5157

- Jennifer Corbett – Operations Manager – jcorbett@isbglobalservices.com – 1-866-416-0006 ext 2360

ARTICLE 9 – NOTICES

Any notice required or authorized to be given by either party to the other in accordance with the provisions of this Agreement, unless otherwise specifically stipulated, shall be in writing and delivered personally, via facsimile or to an email address previously designated by the receiving party. Such notice shall be addressed to the parties at the address, facsimile number or email address set out at the beginning of this Agreement or designated by the party from time to time.

ARTICLE 10 – INDEMNITY

The Company agrees to indemnify and hold ISB and its employees, directors, officers, agents, suppliers or subcontractors harmless from all proceedings, losses, penalties, fines, claims, damages and expenses incurred in connection with any claims, demands, obligations and other liabilities asserted against any of them as a result of:

- (a) Any negligence or action of the Company or its agents;
- (b) Any breach by the Company or its agents of any of its obligations under this Agreement; and
- (c) Any breach of Applicable Law by the Company or its agents.

ARTICLE 11 – LIMITATION OF LIABILITY

In no event will the total cumulative liability of ISB (including employees, directors, officers, agents or its suppliers) to the Company, for any claims arising out of or relating to this Agreement, any of the agreements relating hereto or the Services, exceed the total amount actually paid to ISB under this Agreement for the three (3) months preceding the date on which the claim arises. The foregoing provision limiting the liability of ISB (including its employees, directors, officers, agents or suppliers) shall apply regardless: of the form, of cause, of action or proceeding, or the basis thereof, including without limitation, whether contractual or extra-contractual (including negligence), or a breach of a fundamental term or condition.

ISB will not be liable to the Company in any way whatsoever for any indirect, punitive, incidental, special or consequential damages, including but not limited to, loss of revenue or profit or business interruption arising out of or relating to this Agreement, any of the agreements relating hereto or the Services. This limitation will apply whether or not such damages are foreseeable, or whether ISB (or its employees, agents, officers, directors or suppliers) have been advised of the possibility of such damages, and regardless of the form of cause of action or proceeding or the basis thereof, including without limitation, whether contractual or extra-contractual (including negligence), or a breach of a fundamental term or condition.

ARTICLE 12 –GENERAL

Nothing in this Agreement shall give Company the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. ISB is for all purposes hereunder an

independent contractor and in no event will ISB be considered an agent or employee of Company or any of its subsidiaries or affiliates for any purpose.

This Agreement will be binding upon and ensure to the benefit of the parties and their respective successors and permitted assigns.

Both parties acknowledge that this Agreement (including any and all attachments hereto) constitutes the entire agreement and that there are no rights, conditions, warranties or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement or the Services to be performed other than those contained herein.

Any amendment to this Agreement must be made in writing and signed by all parties hereto.

The Company and ISB agree that all schedules to this Agreement form an integral part of this Agreement and are incorporated into this Agreement.

The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.

No waiver of any right, remedy, power, or privilege under this Agreement ("**Right(s)**") is effective unless contained in a writing signed by the party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.

Articles 5, 6, 7, 10, 11, and 12 of this Agreement shall survive any expiration or termination for the period specified therein, or if nothing is specified for a period of twelve (12) months after such expiration or termination.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

ARTICLE 13 – GOVERNING LAW

This Agreement shall be governed by the laws of the Province of Ontario, and in the event of a dispute, the Company irrevocably submits and attorns to the exclusive jurisdiction of the Superior Court of Justice (Ontario).

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have respectively caused this Agreement to be executed by their duly authorized officers on the date mentioned here.

Company Name

ISB Global Services

BY:

BY:

NAME:

NAME: Han Koren

TITLE:

TITLE: Chief Executive Officer

DATE:

DATE:

SCHEDULE "A"
Services

ISB Canada offers the following Services:

- 1) Premium Criminal Check
- 2) Driver's Abstracts
- 3) Education Verification
- 4) Employment Verification
- 5) Consumer Credit Checks

*See Product and Price Schedule for more product offerings

Appendix “1” to Schedule “A” Service Level Agreement

1. Timeliness

Objective	Ensure Services are completed in a timely manner.
Definition	Search results will be actioned by ISB within 24 hours from the time and date the search is ordered by the Company. The majority of search results will be received by the Company within 24-48 hours from the date of search, however results may vary by vendor category (i.e. Police Reports).
Service Level	99% of the time search results to be actioned within 24 hours from the time and date the search is ordered by the Company.

2. Quality

Objective	Ensure complete and accurate results for all Services provided.
Definition	Search results to be complete, accurate and unaltered. Accuracy may be tested through re-performance of a search, where the results are disputed.
Service Level	99% of the time search results provided must be complete and accurate provided initial order details were complete and accurate as requested by the Company.

3. Ordering Access

Objective	Ensure high availability of ordering environment.
Definition	24 x 7 online ordering access via Order Centre
Service Level	99% uptime and access to online Ordering Centre outside of planned maintenance and downtime.

4. Customer Satisfaction

Objective	Ensure high level of customer satisfaction.
Definition	Customer satisfaction measured by Net Promoter Score (NPS).
Service Level	Average NPS score of 8.5 or 60%.

SCHEDULE "B"



Customer Setup Form

Company Information

Customer Legal Business Name: _____

DBA Name (if applicable): _____

Federal Tax Identification Number: _____ Net Terms per Contract: _____

Type of Organization: Corporation Partnership Individual

Address: _____

City: _____ County (if applicable): _____

State/Province: _____ ZIP/Postal Code: _____ Country: _____

Are you Tax Exempt: Yes No If yes, please provide copy of direct pay permit.

Company website: _____

Client Point of Contact Information

Contact Full Name: _____ Position/Title: _____

Work Phone Number: _____ Cell Phone Number: _____

Business Email Address: _____

Billing Information

Contact Name for Invoice Purposes: _____

Billing Address: _____

City: _____ County (if applicable): _____

State/Province: _____ ZIP/Postal Code: _____ Country: _____

Accounts Payable Information

Contact Name: _____

Phone Number: _____



SCHEDULE "C"
Product and Pricing

Accounting/Billing:

ISB to send one itemized bill at the end of each month payable by Credit Card Credit Card will be charged once the invoice is issued.

Credit Card Number _____

Name on Card _____

Expiry Date _____ CVC _____

Payment Terms: The Company shall pay invoice(s) upon receipt. Any invoice outstanding for over 30 days from invoice date will be subject to an interest charge of 15% per year. ISB reserves the right to suspend Services if any account(s) remains outstanding for over 60 days, and to continue such suspension until such account(s) are paid in full.

Pricing Conditions: The following preferred pricing is as a result of the client having a business / commercial relationship with e2r. In the event the client terminates their relationship with e2r, the preferred pricing will no longer be applicable and will be subject to renegotiation. The preferred pricing below is applicable for orders place in both the My Order Center and E-Commerce applications.

*Cancellation fee of \$3.00 will be applied to any order that has been placed and no action taken within 3months
Manual entry fee of \$5.00 per order will apply if ISB Global Services is asked to enter orders manually
New MID/MOC platform will require #1603 & #1686 or #1685 or both to complete the order*

Product Offering/CODE	Timing	Price
<p><u>Premium</u> National Criminal Record Check - #1603</p> <p>ISB's Premium National Criminal Record Check will offer the most comprehensive national criminal background check available in Canada. ISB's Premium Criminal Record Check includes a search of both the National Repository and the additional searching of local police records to ensure that a potential offence does not go undetected.</p>	<p>1-4 Hours</p>	<p>\$20.00</p>
<p><u>MID</u> – Mobile Identity Validation #1686</p> <p>The applicant clicks on a link that is emailed to them, then provides consent and validate their identity by capturing images of the front and back if their photo ID and a selfie</p> <p><u>VID</u> – Validate Identity</p> <p>If the applicant fails the mID process, the applicant will be instructed to upload two pieces of ID (one must be government issued), and submit a picture of themselves holding the two pieces of ID.</p>	<p><i><u>immediate</u></i></p>	<p>\$7.44</p>



<p>Consumer Credit Check - #1620 SAAC needed</p>	<p>24 hours</p>	<p>\$21.91</p>
<p>Education Verification - #1650</p> <p>ISB's Education Verification process will authenticate your candidates' educational claims directly with registrars and administration offices. ISB will verify the academic institute(s) attended and credentials received including the verification of professional and trade licenses. Follow ups will be conducted several times a day to ensure prompt turnaround. International Searches are also available</p>	<p>Variable</p>	<p>\$16.25 plus disbursements</p>
<p>Employment Verification - #1627</p> <p>ISB will perform employment verification to the agreed upon format. Verifications will be transcribed and captured verbatim and summarized in a Summary format.</p> <p>2 year verification</p> <p>5 year verification</p>	<p>Variable</p> <p>Variable</p>	<p>\$12.50</p> <p>\$20.00</p>
<p>Provincial Personal Driver Abstracts #1660</p>	<p>Variable</p>	<p>ON \$13.39 QC \$13.39 - consent required. NS \$30.90 NB \$25.75 PEI \$30.90 NL \$19.57 MB \$12.36 - consent required SK \$18.54 - consent required. BC \$7.98 - consent required. YK \$13.39 - consent required. NWT \$20.60 - consent required. NU \$15.45 - consent required.</p>

This proposal contains information which may be confidential and which may also be privileged. It is intended for the named prospective client only. Unless you are the named client, or authorized to receive it on behalf of the client you may not copy or use it, or disclose it to anyone else. If you have received this transmission in error please contact the sender. Thank you for your cooperation. Prices can be subject to change without prior notice