

Thank you for your interest in partnering with ISB Global Services for your employment background screening needs. We are pleased to inform you that ISB Global Services has partnered with e2r to offer an additional layer of compliance protection for organizations that require access to crucial information. This partnership aims to reduce risks to your business by providing high-quality services at a standardized "preferred" partner pricing model.

The attached **Master Service Agreement (MSA)** is specifically designed for existing e2r clients who need assistance with employment background screening and related services. It has been pre-drafted for your convenience, incorporating discounted pricing for e2r clients.

Please take a moment to review the cover page carefully for instructions on how to complete the MSA.

Items required when sending the signed MSA back.

- Articles of Incorporation
- Company Logo
- First & Last Name, email address, phone number, job title of the team members that need access to the portal
- List of products ordering and how many per month.

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:

Wendy Patton
wpatton@isbglobalservices.com
416-303-5206

Director, Transportation

We look forward to working with you to streamline your employment screening process and ensure compliance in your hiring practices.

Sincerely, Wendy Patton



SERVICE AGREEMENT

| IIS SERVICE AGREEMENT (the "Agreement") is entered into as of the day of 2 (the "Effective Date") | , |
|---|---|
| ETWEEN: | |
| Company Name: | |
| Address: | |
| City, Province: | |
| Postal Code: | |
| Telephone: | |
| (the "Client") | |
| | |
| - and - | |
| Insurance Search Bureau of Canada Inc. , with its registered office at 203-100 Stone Road West Guelph, Ontario, N1G 5L3; T: (800) 609-6552 | |

RECITALS:

A. ISB is in the business of providing background screening and insurance document sourcing services (the "Services").

("ISB")

B. ISB and the Client wish to enter into this Agreement to formalize the terms and obligations of each Party in the provision of the Services.

NOW THEREFORE, for good and sufficient consideration, which is hereby acknowledged and accepted, the Parties agree as follows.

<u>ARTICLE 1 – DEFINITIONS</u>

- (a) "Agreement" means this service agreement together with any schedules or exhibits attached hereto, all as may be amended from time to time.
- (b) "Applicable Laws" has the meaning set forth in Section 2.1.
- (c) "Confidential Information" means all information and materials, in whatever form, relating to a Party or its business or assets that is not generally known or recognized as standard practice (whether or not the underlying details are in the public domain), including, but not limited to, inventions (whether or not patentable), discoveries, compilations, computer programs, databases, devices,



designs, methods, techniques, research, plans, drawings, prototypes, recordings, manuals, ideas, know-how, methods of doing business, algorithms, contracts, production plans, documents, software, forms, methodologies, processes, improvements, tools, research, technical, financial, marketing, business, manufacturing, distribution, other information, the terms and conditions of any agreement between that Party and third parties and any information which, due to its character and nature, a reasonable person under like circumstances would treat as confidential. Confidential Information does not include any information that (i) was lawfully in one Party's possession before receiving it from the other Party; (ii) is provided to one Party in good faith by a third party without breaching any rights of the other Party or any other party or any legal obligation owed to the other Party or any other party; or (iii) is or becomes generally known in the Parties' industry other than through the other Party's improper disclosure.

- (d) "Intellectual Property" has the meaning set forth in Section 7.1.
- (e) "Parties" means ISB and the Client, and "Party" means any one of them.
- (f) "Portal" has the meaning set forth in Section 4.1.
- (g) "Services" has the meaning set forth in Recital A, together with those services itemized in Schedule "A" attached hereto.
- (h) "Social Media Sites" means social networking sites (including, but not limited to Facebook, LinkedIn, Instagram, FourSquare, Pinterest, X, 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.
- (i) "Term" has the meaning set forth in Section 5.1.

<u>ARTICLE 2 – SERVICES</u>

- 2.1 <u>ISB's Obligations</u>. ISB is responsible for the provision of the Services as more particularly set forth in "Appendix 1" attached hereto, and in so doing, ISB shall:
 - a. Provide the Services identified in the Product and Pricing Schedule attached hereto at Appendix "1".
 - b. Grant to the Client a license to use Portal (as defined herein) on a non-exclusive basis during the Term hereof strictly for use as set forth in this Agreement.
 - c. 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.
 - d. Compile specified information regarding a designated individual from specified public and non-public resources.
 - e. ISB shall be responsible for providing the Client with an appropriate and legally compliant consent form or an electronic identification verification process, as required.



- 2.2 <u>Client's Obligations</u>. The Client acknowledges that it is the Client's responsibility to, and represents and warrants that the Client will:
 - a. Supply ISB with accurate information about the individual(s) for whom they are requiring the Services;
 - b. 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;
 - c. Properly disclose to such individual the purpose and intended use of the consent form and/or electronic identification verification process;
 - d. Be fully knowledgeable as to Applicable Laws regarding the use, retention, storage and disclosure of information;
 - e. 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 Client;
 - f. Not 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.
 - g. Consult with its own legal or other counsel regarding the use of background screening information for compliance with all applicable laws and regulations. ISB is not legal counsel and does not give legal advice.

ARTICLE 3 – FEES AND EXPENSES

- 3.1 <u>Fees.</u> In consideration for the provision of the Services, the Client shall pay to ISB the fees set forth in Appendix "1" attached hereto, such fees to be subject to annual review by ISB.
- 3.2 <u>Billing</u>. ISB to send one itemized bill at the end of each month payable by Credit Card or EFT. Client will connect with ISB to make payment of the invoice upon receipt.
- 3.3 <u>Invoicing</u>. All invoices shall be payable upon receipt. Any invoice due and outstanding for more than thirty (30) days from date of the invoice will be subject to an interest charge of 15% per annum. ISB reserves the right to suspend Services if any account(s) remains outstanding for more than sixty (60) days, and to continue such suspension until such account(s) are paid in full.

ARTICLE 4 – USE OF ISB PORTAL

- 4.1 <u>Client Use</u>. The Client's use of the ISB web-based portal (the "**Portal**") shall be limited to the uses and conditions outlined herein. The Client shall:
 - a. Use the portal solely for its own internal search purposes in accordance with Applicable Laws.
 - b. Maintain the strict confidentiality of the 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 who have a need to know.

- c. Not make any copies of the Portal nor permit any third party to have access to or copy any part of the Portal.
- d. Both during and after the Term, not reverse engineer, copy, duplicate, enhance, augment, delete, alter, or otherwise modify the Portal or any IP or part thereof.

ARTICLE 5 – TERM AND TERMINATION

- 5.1 <u>Term.</u> This Agreement shall commence as of the Effective Date and continue for an initial term of three (3) years (the "**Initial Term**"), unless earlier terminated as herein provided.
- 5.2 <u>Renewal</u>. This Agreement will automatically renew for an unlimited number of twelve (12) month periods upon the expiry of the Initial Term and on each anniversary date thereafter (the Initial Term and any such renewal thereafter, collectively the "**Term**"), unless either Party provides written notice to the other at least ninety (90) days prior to the end of the then-current Term that it does not wish to renew this Agreement. 5.3
- 5.4 Termination. This Agreement may be terminated:
 - a. Termination for Convenience. At any time by mutual consent and acceptance of the Parties, provided such consent to terminate is in writing and signed by both Parties. Such termination may be initiated at any time by either Party on not less than ninety (90) days' prior written notice to the other Party;
 - b. *Insolvency*. By either Party with immediate effect upon written notice if the other Party becomes subject to any bankruptcy, insolvency or similar proceedings, becomes subject to the appointment of any receiver, receiver-manager, trustee or other creditor representative, takes any steps or proceedings, or makes any filings, proposing any compromise of claims of creditors, or otherwise acknowledges its insolvency, or is not able to make payments due to creditors as they fall due in the ordinary course of business; or
 - c. *Material Breach*. (i) By ISB if the Client is in default of its financial obligations for payments hereunder; (ii) by the Client if ISB fails to rectify a serious service-related problem within 30 days of notice from the Client of such problem; (iii) by ISB if the Client is found to be non-compliant with applicable laws and regulations; and (iv) by either Party with immediate effect upon a breach by the other Party of its other obligations under any other material term, condition or provision of this Agreement, provided such breach has not been remedied within thirty (30) days of receipt of notice of such breach from the other Party.
- 5.5 <u>Terms of Termination</u>. On the expiration or earlier termination of this Agreement, all rights and obligations of the Parties hereunder shall automatically terminate and:
 - a. Each Party shall, at its own expense, forthwith return to the other Party or otherwise dispose of as such Party may instruct, all Confidential Information of such Party.
 - b. All in-progress orders will be completed and billed accordingly. No new orders will be placed after the expiration or early termination date.



- c. All issued and unpaid invoices, and all fees incurred in respect of the Services up to the date of expiration or termination, shall become immediately payable in place of any payment terms previously agreed to between the Parties.
- d. The provisions of Articles 6, 7, 8, 9, and 10 of this Agreement and any other provisions which by their nature would be reasonably expected to survive termination shall survive termination of this Agreement and shall continue in force thereafter.

ARTICLE 6 - CONFIDENTIALITY, PRIVACY AND SECURITY

6.1 Confidential Information.

- a. Each Party (hereinafter as the context requires in its capacity as a receiver of Confidential Information being a "Recipient") covenants to the other (hereinafter as the context requires in its capacity as a disclosing party being a "Discloser") that during the Term of this Agreement, Confidential Information supplied by or on Discloser's behalf to Recipient will be considered confidential by the Recipient and will not be used, copied, summarized, shared or otherwise disclosed to any person other than to the directors, officers, employees and professional advisors of Recipient to the extent necessary to facilitate performance by such persons of their obligations under this Agreement.
- b. The obligations of confidentiality in this Section will not extend to any information which Recipient can show is in, or has become part of, the public domain other than as a result of a breach of obligations of confidentiality; or was independently disclosed to it by a third party entitled to disclose the same; or is required to be disclosed under any applicable law, or by order of a court or government body or authority of competent jurisdiction.
- c. Each Party will not, without the other Party's prior written consent, disclose the content of this Agreement, except to the extent necessary to perform its obligations under this Agreement or as otherwise required by law or regulation.
- d. All files, reports, communications and documents (paper or electronic) provided to the Client containing personal information will be retained by ISB for so long as reasonably required, after which it will be destroyed or rendered non-identifiable as per data destruction policy of Client.

6.2 Privacy and Social Media Sites.

- a. The Client represents and warrants to ISB that all services will be requested for legal and appropriate purposes and in compliance with Applicable Laws. All private information and documents generated 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. Use, disclosure, access, storage and disposal of such information and documents will be in compliance with Applicable Laws.
- b. 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.

6.3 Data Security.

- a. Each Party agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Confidential Information from unauthorized disclosure or acquisition by an unauthorized person. Each Party shall take commercially reasonable steps to secure Confidential Information of the other Party. In the event of a breach of the confidentiality or security of such information, the applicable Party shall notify the other Party as soon as reasonably possible and necessary so that such Party can take appropriate protective steps. Notwithstanding the foregoing, neither Party has control over the data security practices or breaches thereof of any third parties it may contract with to fulfill its obligations under this Agreement, and neither Party shall be liable for any data security, privacy or confidentiality breaches or cyber-attacks of such third parties.
- b. The Data Centers of ISB are outsourced to Rogers' Managed IT solutions, Amazon Web Services (AWS), and Microsoft Azure. Rogers, a Tier-1 data services provider, along with AWS and Azure, maintain appropriate administrative, technical, and physical safeguards to protect ISB assets, in compliance with applicable laws, regulations, and industry standards related to data security. These security protocols meet SOC-2 standards and are audited by independent third parties. Audit reports are available from the respective service providers upon request. Notwithstanding the foregoing, ISB shall not be liable for any data security breach by Rogers, AWS, or Azure that may impact Confidential Information. ISB will notify the Client as soon as reasonably practical of any data breach disclosed by these providers, so that the Client can take necessary protective action.
- c. The grounds and premises of ISB shall be maintained securely, aided by video cameras. Entry through all exterior office doors is to be restricted by keycard access procedures. All access through external and internal doors shall be recorded and stored.

ARTICLE 7 – INTELLECTUAL PROPERTY

- 7.1 During the Term of this Agreement, ISB grants to the Client, the non-exclusive and non-transferable right and license to use the Portal, or its related software programs, object code, forms and materials (collectively the "Intellectual Property") for and in connection with the Services. ISB reserves the right to revoke or limit the use of the Intellectual Property at any time upon reasonable notice.
- 7.2 The Client acknowledges and confirms that ISB shall retain sole and exclusive ownership of, and all rights to, any Intellectual Property related to the Services whether existing or newly developed during the course of use of the Intellectual Property. For the avoidance of doubts, this includes any new patent-eligible material, or processes related to the Services, new or enhanced Intellectual Property, or proprietary know how. The Client shall not be entitled to sub-license or otherwise extend to any third party the authorization granted in this Article 7.
- 7.3 The Client shall promptly give written notice to ISB if it becomes aware of any actual, suspected, or threatened infringement of any of the Intellectual Property by a third party, and use commercially reasonable efforts to assist ISB in defending its rights to such Intellectual Property.
- 7.4 Upon expiration or earlier termination of this Agreement, the Client's right to use any Intellectual Property shall be governed by the terms of Section 5.4 herein.



ARTICLE 8 – WARRANTY

- 8.1 The Client understands and 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. As the information has been compiled from third parties, ISB makes no warranty that the information provided will be accurate, reliable, complete, current, properly attributed, properly recorded, properly filed or legible. THE WARRANTY PROVIDED ABOVE IS THE ONLY WARRANTY PROVIDED BY ISB TO THE CLIENT AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, ARE HEREBY DISCLAIMED.
- 8.2 Upon notification that the information provided fails to satisfy the above warranty, ISB will either:
 - a. Deliver replacement information services to the Client which conform to the foregoing warranties; or
 - b. Refund or credit to the Client the amount paid for the particular Service that fails to satisfy said warranty.
- 8.3 The above constitute all the exclusive remedies of the Client in the event ISB does not satisfy its warranty obligations.
- 8.4 All searches are performed based on the information provided by the Client. Any error in such information may result in incorrect information, which shall be the sole responsibility of the Client.

ARTICLE 9 – INDEMNITY

- 9.1 <u>Indemnity by Client</u>. The Client agrees to indemnify and hold ISB and its employees, directors, 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. Gross negligence, fraud or wilful misrepresentation of the Client or its agents;
 - b. Breach by the Client or its agents of any of its obligations, representations or warranties under this Agreement;
 - c. Failure by the Client or its agents to comply with Applicable Laws or regulations.
- 9.2 <u>Indemnity by ISB</u>. ISB agrees to indemnify and hold the Client and its employees, directors, 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. Gross negligence, fraud or wilful misrepresentation of ISB or its agents;
 - b. Breach by ISB or its agents of any of its obligations, representations or warranties under this Agreement;



- c. Failure by ISB or its agents to comply with Applicable Laws or regulations.
- 9.3 For purposes of this Articles 9, the acts or omissions of a Party's employees, agents and representatives shall be deemed the acts or omissions of that Party.

ARTICLE 10 – LIMITATION OF LIABILITY

- 10.1 Except as otherwise expressly set forth in any separate written agreement made between the Client and ISB, in no event will the total cumulative liability of either Party (including its employees, directors, officers, agents or suppliers) to the other Party, for any claims arising out of or relating to this Agreement exceed the total amounts actually paid to ISB under this Agreement in the twelve (12) months preceding the date on which the claim giving rise to the liability arises. The foregoing limitations 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.
- 10.2 Neither Party shall in any way whatsoever be liable 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. This limitation will apply whether or not such damages are foreseeable, or whether a Party (or its employees, agents, officers, directors or suppliers) has 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.
- 10.3 Notwithstanding anything to the contrary in this Agreement, the limitations and restrictions on damages set forth in this Article 10 shall not apply to ISB's obligation under Article 9 to indemnify, defend and hold Client (including its employees, directors, officers, agents or suppliers) harmless from and against any allegation that the Portal or ISB Intellectual Property infringes, violates or misappropriates the intellectual property and or other proprietary rights of a third party.

ARTICLE 11 – DISPUTE RESOLUTION

- Negotiation. If a dispute arises out of, or in connection, with this Agreement, the Parties agree to meet to pursue resolution through negotiation. The Party which identified the dispute (the "**Disputing Party**") agrees to provide a written request to negotiate to the other Party (the "**Disputed Party**") within thirty (30) days of learning of the dispute, which notice shall specify the nature of the dispute. All information exchanged during this negotiation shall be regarded as "without prejudice" communication for the purposes of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law.
- Mediation. If the Parties are unable to resolve the dispute within forty-five (45) days from receipt of notice by the Disputed Party of the dispute, then the parties agree to attempt to resolve the dispute through mediation. If the parties are unable to agree on a mediator within twenty (20) days from the expiry of such forty-five (45) day period, then each party shall select a mediator and such two mediators shall together select an individual who will proceed as a single mediator. The place of mediation shall be Toronto and the mediation shall be in English.
- 11.3 <u>Arbitration</u>. If the Parties do not resolve all of the issues in dispute through mediation, then within forty-five (45) days from the date of the mediator's report, the parties shall submit to those issues to binding arbitration by a single arbitrator pursuant to the provisions of the Arbitration *Act*, 1991 (Ontario). The arbitrator shall be agreed upon by the Parties within twenty (20) days of one Party notifying the other Parties



that arbitration is desired. If the Parties fail to agree upon a single arbitrator within such twenty (20) day period, then each Party shall select an arbitrator and such two arbitrators shall together select an individual who will proceed as a single arbitrator. The award rendered by the arbitrator shall be final and binding and not subject to appeal. The arbitrator shall be empowered to determine all questions of law and fact and may grant injunctive relief. The prevailing Party shall be entitled as part of the arbitration award to the reasonable costs and expenses (including legal fees and disbursements) of investigating, preparing and pursuing such claim or defence, and the Party enforcing an award shall be entitled to reasonable costs and expenses (including legal fees and disbursements) incurred in connection therewith. The arbitration shall be held in Toronto and the language of arbitration shall be English.

ARTICLE 12 – GENERAL

- 12.1 <u>Representations and Warranties.</u> Each of the Parties hereby represents, warrants and covenants that as of the date hereof and covenants throughout the Term that:
 - a. It is, and will remain, duly organized, validly existing, in good standing and authorized to carry on its operations in all jurisdictions in which it carries on business;
 - b. It has, and will maintain, all necessary power and authority to enter into, execute and deliver this Agreement and to perform its obligations under this Agreement;
 - c. The execution of this Agreement has been duly authorized by all necessary actions on the part of such Party;
 - d. The execution, delivery and performance of this Agreement, and the consummation of the transactions provided for herein by such Party does not contravene or conflict with, or constitute a violation of its articles and by-laws nor any provision of any applicable law or contract binding upon or applicable to such Party; and
 - e. This Agreement is a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms subject to bankruptcy, insolvency and similar laws relating to or affecting creditors' rights generally and to general principles of equity.
- 12.2 <u>Entire Agreement</u>. This Agreement, together with any and all attachments, schedules and exhibits attached 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.
- 12.3 <u>Notices</u>. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below, or may be delivered electronically to the e-mail addresses listed below
- 12.4 <u>Amendment</u>. Any amendment to this Agreement must be made in writing and signed by all Parties hereto. This Agreement and any Amendment may be executed electronically in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- 12.5 <u>Assignment</u>. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of ISB. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement. ISB may assign this Agreement to any of its affiliates.



- 12.6 Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Client to make payments to ISB hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, tsunami, fire, earthquake, or explosion; (c) epidemics or pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law, or actions; (f) embargoes, or blockades in effect on or after the date of this Agreement; and (f) other similar events beyond the reasonable control of the Impacted Party.
- 12.7 <u>Relationship of the Parties</u>. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 12.8 <u>Severability</u>. If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 12.9 <u>Waiver</u>. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.
- 12.10 <u>Enurement</u>. This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
- 12.11 Currency. All references to currency or dollar amounts herein are to the lawful money of Canada.
- 12.12 <u>Governing Law</u>. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, and in the event of a dispute, the Client irrevocably submits and attorns to the exclusive jurisdiction of the Superior Court of Justice (Ontario).



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

| Client: | |
|-------------------|-------------------------------------|
| | |
| | |
| Per: | |
| Name: | |
| Title: | |
| E-mail Address | ss: |
| I have authori | ty to bind the corporation. |
| Service Provi | der: |
| INSURANCE INC. | E SEARCH BUREAU OF CANADA |
| Per: | |
| Name: Michae | |
| | ommercial Officer |
| | ss: mthompson@isbglobalservices.com |
| I have authori | ty to bind the corporation. |



Appendix "1" Product and Pricing Schedule

| Product Offering/CODE | Timing | Price |
|---|------------------|---|
| Premium National Criminal Record Check -#1603 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 | 1-4 Hours | \$20.00 |
| undetected. MID – Mobile Identity Validation #1686 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 VID – Validate Identity 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. | <u>immediate</u> | \$7.44 |
| Consumer Credit Check - #1620 SAAC needed | 24 hours | \$21.91 |
| Education Verification -#1650 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 | Variable | \$16.25 plus disbursements |
| Employment Verification - #1627 ISB will perform employment verification to the agreed upon format. Verifications will be transcribed and captured verbatim and summarized in a Summary format. 2 year verification | Variable | \$12.50 |
| 5 year verification | Variable | \$20.00 |
| Provincial Personal Driver Abstracts #1660 | Variable | ON \$15.50 QC\$15.50- consent required. NS \$30.90 NB \$25.75 PEI \$30.90 NL \$19.57 MB \$15.50- consent required SK \$21.00- consent required. BC \$10.00 - consent required. YK \$15.50- consent required. NWT \$20.60 - consent required. NU \$15.45 - consent required. |