

PHASE 2
FOR SECURITY SCREENING PURPOSES

APPLICATION FOR A NON-EMPLOYEE, SECURITY CLEARANCE ELIGIBILITY DETERMINATION
BY MY EMPLOYER'S CLIENT FOR CERTAIN RESTRICTED/LIMITED ACCESS TO
MY EMPLOYER'S CLIENT'S CUSTOMERS, FACILITIES AND CONSTRUCTION
SITES; AND OTHER INSTRUCTIONS, WAIVERS AND AGREEMENTS BY ME

1. I request, authorize, direct and instruct my employer (hereinafter referred to as "my employer") to deliver to my employer's client, and/or my employer's client's agents, any and all personal information that my employer now has, and later comes into possession of, regarding my criminal history, or lack thereof; driving record; drug screenings; workman comp claims; truncated social security number, addresses and date of birth verifications; judgments; public records; social records; private records, and evictions and etc., in order that my employer's client may make a separate, non-employee determination regarding my eligibility for a security clearance for certain restricted/limited access to my employer's client's customers, facilities and construction sites based on my employer's client's separate, non-employment security clearance criteria.
2. I understand that my employer's client, and my employer's client's agents, are not my employers or prospective employers, and they owe me no duties whatsoever as an employer.
3. I understand that my employer has a contract with their client, to provide sales, marketing, collections, installation, and other services of various types, which services I may be providing in some way to my employer's client's customers on behalf of my employer and that I may need access to my employer's client's customers, facilities and/or construction sites to do so. I also understand that to have access to my employer's client's customers, facilities and/or construction sites that such access necessitates a separate security clearance regarding me conducted by my employer or its agents.

I understand that this security clearance of my employer's client is similar in nature as if my client had a contract with the government. The government would require that I also go through the government separate security clearance vetting before I could have access to the government property. The government would not be my employer in such a situation just as my employer's client is not my employer in this situation.

4. I understand and agree that my employer's client's non-employee, security clearance eligibility determination is separate from my employer's in-house employment hiring criteria or employee screening process and that only my employer makes decisions about my employment. I understand that to gain access to my employer's client's customers, facilities and/or construction sites I must pass my employer's client's security clearance criteria, which eligibility determination is separate from my employer's decision about my employment. I understand that any decision made about qualifying for

such a security clearance for purposes of access to my employer's client's customers, facilities or construction sites is made solely by my employer's client and no one else. I also understand that only my employer's client makes the rules and decisions about their own security clearance for access and NOT my employer.

5. I understand that if I pass my employer's client's security clearance criteria, I may be issued a security clearance card granting me specific and restricted access to my employer's client's customers, facilities and/or construction sites. I also understand and agree that a security clearance decision by my employer's client is not subject to any individualized assessment as I understand and agree that my employer's client and its agents are not my employer, but rather, my employer is an independent contractor for its client who is demanding a separate non-pre-employment security clearance.
6. I further request, authorize, direct, and instruct any and all governmental agencies, private entities, companies and/or individuals to release any and all information relating to me to my employer's client, or its agents, in an effort for my employer's client, or its agents to perform a determination for my eligibility for my employer's client's security clearance.
7. I understand that my employer's client, and/or its agents, may need a copy of my social security card, driver license and/or other personal documentation, including, but not limited to, police reports, plea agreements, probation or parole information and/or other information to complete its determination for eligibility for my employer's client's security clearance, and I agree to fully cooperate with the my employer's client, and its agents, and to assist them to complete my eligibility determination. I understand that even if I do cooperate that my employer's client, and its agents, have no duty to complete an investigation(s) or determination for eligibility for me for my employer's client's security clearance.
8. I understand that my employer's client, and its agents, have no duty to me whatsoever to complete or to issue an eligibility determination for a security clearance, for any reason or no reason, and without recourse to me.
9. I hereby release my employer from any liability whatsoever for releasing my personal information to its client, or its clients' agents, as I have specifically instructed my employer to release all of my personal information that they may ever receive about me and from any source.
10. I agree, desire, request and instruct that any claim, dispute or controversy linked to, arising out of, or in any way related to, or associated with: my employer releasing my personal information to my employer's client, or its agents; my employer's client, or its agents, making any determination or adjudication of eligibility for a security clearance; failure of my employer's client, or its agents, to complete my eligibility determination or adjudication for employer's clients security clearance; my employer's clients, or its agents, making a determination or adjudication of not issuing me security clearance; the investigation performed or the consumer reports prepared by the credit reporting agency; any alleged or actual violation of federal, state, county or local statute, act, rule, law or ordinance by my employer, my employer's client's, or its agents, or the credit reporting agency that performed the

original background investigations and prepared the consumer report delivered to my employer; any alleged or actual violation of ANY federal, state, county, or local statute, act, rule, law or ordinance, or; any other reason whatsoever related to or arising out of anything to do with a security clearance, all of which issues shall all be decided solely and only by arbitration and NOT through any federal, state, county or local court system.

11. I warrant that my employer has provided me with a copy of its client's security clearance criteria upon which its client, or its client's agents, may determine or adjudicate my eligibility for my employer's client's security clearance. I have read and understand the applicable security clearance criteria of my employer's client and agree with the eligibility determination factors and that said factors and eligibility in not my employer's employment screening criteria.
12. I specifically waive any rights to join any claim(s) with claims of others in any form of class action or any similar procedure regarding any claim, dispute or controversy linked to, arising out of, or in any way related to, or associated with: my employer releasing my personal information to my employer's client, or its agents; my employer's client, or its agents, making any determination or adjudication of eligibility for a security clearance; failure of my employer's client, or its agents, to complete my eligibility determination or adjudication for employer's clients security clearance; my employer's clients, or its agents, making a determination or adjudication of not issuing me security clearance; the investigation performed or the consumer reports prepared by the credit reporting agency; any alleged or actual violation of federal, state, county or local statute, act, rule, law or ordinance by my employer, my employer's client's, or its agents, or the credit reporting agency that performed the original background investigations and prepared the consumer report delivered to my employer; any alleged or actual violation of ANY federal, state, county, or local statute, act, rule, law or ordinance, or; any other reason whatsoever related to or arising out of anything to do with a security clearance.
13. Furthermore, I specifically agree that for any claim, dispute or controversy linked to, arising out of, or in any way related to, or associated with any scenario or type of claim as set forth in paragraphs 10 & 12 above, that I waive any and all rights to a jury trial or to a trial by a judge.
14. I agree that any claim, dispute, or controversy of any kind whatsoever linked to, related to, arising out of or regarding any scenario or type of action as set forth in paragraphs 10 or 12 above shall be brought through arbitration pursuant to the American Arbitration Association rules. Additionally, I specifically waive any and all rights to appeal of the arbiter's or arbiters' decision in arbitration. I further specifically agree that Mesa, Arizona, is the exclusive venue and jurisdiction for arbitration. Lastly, notwithstanding any rules to the contrary, I agree that each party shall be responsible for their own attorney fees and costs for any claims.
15. I agree that any cause of action against my employer, my employer's client, or my employer's client's agents, must be filed within one calendar year from the time any claim or cause of action, or any such claim shall forever be barred.
16. Notwithstanding, if any statute, act, rule, regulation, or other applicable law or ordinance prohibits any clause, provision, or sentence in this agreement, then that applicable statute, act, regulation, law, or

ordinance shall govern any prohibited clause, provision or sentence and any offending clause, provision or sentence in this agreement shall be disregarded and excluded and shall not constitute a violation thereof and the remainder of the agreement shall be fully enforceable. The remainder of the agreement not considered to violate any such statute, act, rule, regulation, law, or ordinance shall remain in full force.

17. If I qualify for a Phase 2 non-pre-employment access security clearance for my employer's client I agree:

- To wear the security clearance badge in plain view whenever I am in the scope of my employment with my employer when in any way servicing a customer of my employer's client, or when I am in or on a facility or construction site of my employer's client.
- To allow anyone to scan the security clearance badge, including all of my employer's client's representatives.
- That the security clearance badge is the property of my employer's client and that I will report a lost or stolen badge to my employer immediately.
- That I must and will return the badge to my employer immediately upon termination from my employer for any reason, and that failure to do so is considered theft and may affect my future ability to obtain another non-employment security clearance from my employer's client.
- To contact my employer or my employer's client directly if I suspect any fraud or misuse of my badge or anyone else's badge.
- That my employer's client's security clearance badge may be transferred but must first be returned to my original employer prior to issuance of a new badge for a new employer.
- My employer and/or my employer's client retain the absolute right to deactivate and retrieve the security clearance badge at any time, for any reason.

18. I certify and warrant that all the information contained in this request, authorization, directive, and instructions in this document are true and correct. I agree that if a security clearance is granted to me that it may be terminated at any time for any reason, or no reason, by my employer or my employer's client.

I have fully read this entire document, understand the content, and I agree to all of its contents. If I had any questions, I have consulted my employer.

Security Clearance Applicant Signature

Date

Printed Name