



RED TRENDS TECHNOLOGIES

WHOLESALE SERVICE AGREEMENT

This Wholesaler Service Agreement (“Agreement”) is between Red Trends Technologies, Inc. and _____ (“Client”), effective as of _____, 20____ (“Effective Date”). RED TRENDS TECHNOLOGIES, INC. and CLIENT may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS CLIENT is a wholesale provider of public record information;

WHEREAS RED TRENDS TECHNOLOGIES, INC. is a wholesale provider of public record information;

WHEREAS CLIENT seeks to obtain certain information products and services from RED TRENDS TECHNOLOGIES, INC.;

NOW, THEREFORE, in consideration of the premises and of the agreements of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services

RED TRENDS TECHNOLOGIES, INC. agrees to provide CLIENT with access to certain data, including but not limited to criminal, civil, motor vehicle, and other public record information (“Information Products”). RED TRENDS TECHNOLOGIES, INC. will not assemble, merge, or evaluate the information. RED TRENDS TECHNOLOGIES, INC.’s default criminal search shall include convictions going back 10 years; non-convictions will be limited to 7 years, based on the arrest date where available.

2. Compliance, Use, and Disclaimer

2.1 Each Party agrees to comply with all applicable federal, state, and local laws and regulations governing the use, storage, and distribution of Information Products. Each represents that its performance under this Agreement does not conflict with any other legal or contractual obligations.

2.2 CLIENT agrees that:

- Information Products are to be used only for internal business purposes and for lawful resale to its own clients.

- Information Products shall not be used for eligibility determinations under the Fair Credit Reporting Act (“FCRA”) or any similar laws (including employment, credit, insurance, housing, or other regulated consumer purposes).
- Information Products will not be merged into a competitive database intended to replicate RED TRENDS TECHNOLOGIES, INC.’s offerings.

2.3 CLIENT acknowledges that Information Products are obtained from third-party sources and are provided on an **“AS IS”** basis. RED TRENDS TECHNOLOGIES, INC. makes no representation or warranty regarding the accuracy, validity, or completeness of the Information Products and expressly disclaims all warranties, express or implied, including merchantability and fitness for a particular purpose.

2.4 CLIENT agrees to maintain industry-standard security measures to prevent unauthorized access, including but not limited to: restricting access to authorized personnel, protecting credentials, securing both electronic and physical copies, and destroying records when no longer needed. In the event of a data breach, CLIENT shall promptly notify RED TRENDS TECHNOLOGIES, INC. in writing.

3. Billing and Payment

CLIENT agrees to pay to RED TRENDS TECHNOLOGIES, INC. the applicable fees then prevailing for the type of Services rendered to CLIENT. Such charges will include the applicable charges, court access fees, and document copy costs, for each request for information, if any, including those which produce a return of “no record found.” CLIENT shall pay to RED TRENDS TECHNOLOGIES, INC. its fees, as updated from time to time through on-line announcements, customer bulletins, and published price schedules. All current pricing is incorporated herein, see PRICING ADDENDUM. Furthermore, CLIENT shall be responsible for payment for all Services obtained through CLIENT’s access identification code. Payment by CLIENT is due and payable thirty (30) days from the date of invoice. CLIENT shall pay interest at the rate of one and one-half percent (1-1/2 %) per month, as allowable by law, on all unpaid RED TRENDS TECHNOLOGIES, INC.. charges and any accrued interest thereon, or any portion thereof, from the date such RED TRENDS TECHNOLOGIES, INC. charges, or portions thereof, became due until paid. CLIENT is responsible for payment of all collection costs and attorney fees incurred by RED TRENDS TECHNOLOGIES, INC. through its efforts to collect on balance(s) owed by CLIENT.

3.2 It is further understood that governmental pass-through fees, applicable taxes and charges made by information sources for release of records used in compiling Reports will be added to all fees charged hereunder and are subject to change without prior notice. RED TRENDS TECHNOLOGIES, INC.’s fees are also exclusive of any sales taxes, and any value added taxes and other similar indirect taxes (“VAT”), applicable to its services. In the event RED TRENDS TECHNOLOGIES, INC.’s services are subject to sales tax or VAT, then CLIENT shall be responsible for such taxes, and, where applicable, it shall be CLIENT’s responsibility to self-account for local VAT via a self-charging or reverse charge mechanism.

4. Indemnification and Limitation of Liability

4.1 CLIENT agrees to indemnify, defend, and hold harmless RED TRENDS TECHNOLOGIES, INC., its employees, agents, and representatives, from any and all claims, losses, or damages arising out of CLIENT's use of the Information Products or breach of this Agreement.

4.2 RED TRENDS TECHNOLOGIES, INC.'s liability under this Agreement shall not exceed the total fees paid by CLIENT for the specific Service giving rise to the claim. In no event shall RED TRENDS TECHNOLOGIES, INC. be liable for indirect, incidental, or consequential damages, including lost profits or savings.

5. Term and Termination

5.1 This Agreement will continue for an initial term of one (1) year and automatically renew for successive one (1) year terms, unless terminated by either Party with sixty (60) days written notice, or immediately for material breach if not cured within thirty (30) days.

5.2 CLIENT remains responsible for all outstanding invoices through the effective date of termination.

6. Confidentiality

The terms of this Agreement and any proprietary information exchanged are confidential and shall not be disclosed except as required by law or as expressly permitted herein. Each Party shall take reasonable steps to protect the other's confidential information.

7. Miscellaneous

7.1 The relationship of the Parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Neither Party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other Party.

7.2 Except for the obligation to make payments, neither Party will be liable herein by reason of any failure or delay in the performance of its duties under this Agreement caused by matters beyond such Party's reasonable control, including without limitation, government regulation or law, war or insurrection, destruction of facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers (each, a "Force Majeure Event"). The Party claiming relief under this section shall promptly notify the other Party in writing of the existence of the Force Majeure Event, the expected duration of the Force Majeure Event, and the cessation or termination of the Force Majeure Event. The Party claiming relief under this Section shall exercise commercially reasonable efforts to minimize the time for any such delay.

7.3 During the Term and for a period of twelve months after expiration or termination of this Agreement for any reason, CLIENT shall, at its own expense, maintain and carry policies of

insurance in full force and effect with financially sound and reputable insurers, that provide coverage for: (a) Errors and Omissions/Professional Liability with limits no less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and (b) Cyber Liability with limits no less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Upon RED TRENDS TECHNOLOGIES, INC.'s request, CLIENT shall provide RED TRENDS TECHNOLOGIES, INC. with a certificate of insurance from CLIENT's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name RED TRENDS TECHNOLOGIES, INC. as an additional insured. CLIENT shall provide RED TRENDS TECHNOLOGIES, INC. with sixty (60) days' advance written notice in the event of a cancellation or material change in CLIENT's insurance policy. Except where prohibited by law, CLIENT shall require its insurer to waive all rights of subrogation against RED TRENDS TECHNOLOGIES, INC. or its insurers.

7.4 CLIENT will comply with procedures and guidelines established by RED TRENDS TECHNOLOGIES, INC. for the use of Information Products. RED TRENDS TECHNOLOGIES, INC. has the right to require reasonable evidence of CLIENT's compliance with applicable laws and RED TRENDS TECHNOLOGIES, INC.'s guidelines for use of Information Products.

7.5 This Agreement supersedes any and all prior negotiations or agreements, oral or written, between RED TRENDS TECHNOLOGIES, INC. and CLIENT, and represents the entire Agreement between the Parties regarding the subject matter hereof. Any modification or amendment of this Agreement must be in writing and signed by authorized representatives of each Party.

7.6 The Parties agree that there are no third-party beneficiaries to this Agreement.

7.7 All notices to be given under this Agreement will be made to the Parties using the addresses and telephone numbers set forth in the signature block below. Each Party will promptly notify the other in writing of any change to such contact information.

7.8 This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. If this Agreement or any provision herein is 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 the Parties hereby consent and agree to any such amendment or modification. Further, the invalidity of any provision of this Agreement will not affect the validity of the other provisions.

7.9 PARTIES hereby agree that, in the event of a lawsuit, the plaintiff must file its claim in Los Angeles, California, and the laws of that state will apply. PARTIES agree to accept service by certified mail, return receipt requested, mailed to the address indicated below or last known address, if different, such service being hereby acknowledged by PARTIES to be effective and binding service in every respect. Nothing herein will affect the right to serve process in any other manner permitted by law.

7.10 This Agreement is assignable by RED TRENDS TECHNOLOGIES, INC. at any time to a successor in interest. Neither party may assign this Agreement in whole or in part to any Party, even a

successor organization, without the other party's written approval. EACH PARTY shall promptly notify the other party. in writing of any of the following events: change in ownership of party; merger; change in name. CLIENT must notify RED TRENDS TECHNOLOGIES, INC. of any change in the nature of CLIENT's business that in any way affects CLIENT's right to request and receive information products.

7.11 No termination of this Agreement shall affect the rights or obligations of either Party pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, including without limitation, the provisions above relating to indemnification, confidentiality and limitation of liability.

7.12 All demands, notices and communications required to be provided hereunder to a party shall be in writing and shall be deemed to have been duly given (a) if mailed by registered or certified mail, postage prepaid, and return receipt requested, or (b) if sent by a nationally recognized overnight delivery company set forth in the signature block below.

7.13 Each Party represents that it has caused this Agreement to be executed on its behalf on the date written below by a representative authorized to bind that Party with respect to the undertakings and obligations contained herein.

RED TRENDS TECHNOLOGIES, INC.
Red Trends Technologies, Inc.
Signature:
Printed Name:
Title:
Date:
Company Address:
Company Phone:
Company Fax:

CLIENT
Company Name:
Signature:
Printed Name:
Title:
Date:
Company Address:
Company Phone:
Company Fax: