

**BUSINESS INFORMATION GROUP, INC.
FINGERPRINTING SERVICES AGREEMENT
(National Futures Association (NFA) Submissions)**

This Fingerprint Services Agreement (the “Agreement” or “Services Agreement”), is made and entered into as of this ___ day of _____, 2026 (the “Effective Date”), by and between **Business Information Group, Inc.**, a Vertical Screen company, a Delaware corporation with offices located at 251 Veterans Way, Warminster, PA 18974 (“Provider”) and [NFA FIRM], with offices located at [ENTER ADDRESS] (the “End-User”), (collectively, the “Parties”)

In consideration of the mutual covenants, promises and agreements contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. Fieldprint Services

Subject to the terms and conditions set forth herein, Provider shall subcontract to its affiliate sister company, Fieldprint, Inc. (“Fieldprint”), to provide fingerprint administration services to End-User, as defined in Schedule A. Provider will administer the coordination of all Fieldprint services as provided herein. The Provider shall remain solely responsible to the End-User for the execution and quality of services provided by Fieldprint.

2. Fees; Expenses; Payment Terms; Suspension for Non-Payment

a. Fees

In consideration of the services to be rendered by Provider through Fieldprint hereunder, End-User shall pay to Provider a fee as set forth on Schedule A (the “Fee”) for the benefit of Fieldprint. The Fee is subject to change upon sixty (60) days’ notification to End-User.

b. Payment Terms

Payment of all invoices shall be made by End-User net thirty (30) days following the date End-User's receipt of an undisputed invoice. End-User shall have ten (10) days to dispute the invoices, whereupon all settled disputed amounts shall be paid net ten (10) days following the date of the settlement of the dispute. All fees shall be deemed overdue if, unless disputed, they remain unpaid thirty (30) days after they become payable. All overdue amounts shall bear interest at the rate of one and one half percent (1.5%) per month or the maximum legal rate, whichever is higher. End-User shall reimburse Provider for all reasonable costs incurred (including without limitation reasonable attorneys' fees) in collecting past due amounts.

c. Suspension for Non-Payment

If End-User is ninety (90) days past due in payment then Provider reserves the right to suspend services at its own discretion and/or require a prepaid account. In the event of suspension for non-payment, all the terms of this Agreement and any related agreement survive during the suspension period, additionally,

- 1) End-User must pay all outstanding fees due to Provider; and

2) Neither Provider nor Fieldprint is responsible or liable for any post-suspension expenses incurred under this Agreement.

3. Term and Renewal; Termination; Cancellation; Effect of Termination

- a. This Agreement will become effective on the Effective Date and will remain in effect for an initial period of two (2) years from the Effective Date.
- b. The term of this Agreement shall automatically renew thereafter for one (1) year periods; provided, however, End-User shall have the right, in its sole discretion, to cancel, not renew or terminate this Agreement with sixty (60) days notice to the Provider.
- c. The Provider shall have the right, in its sole discretion, to cancel, not renew or terminate this Agreement with sixty (60) days notice to the End-User.
- d. With just cause, such as a delinquency or violation of the terms of this Agreement or a legal requirement, or a material change in existing legal requirements which adversely affects this Agreement, Provider may, upon its election, discontinue serving the End-User and suspend, modify or cancel this Agreement immediately.
- e. If either party commits a material breach or is in material default of any warranty, representation or any other material provision hereof, which breach or failure is incapable of cure or which, being capable of cure, has not been cured within five (5) calendar days after receipt of written notice of such breach or failure or such additional cure period as the notifying Party may authorize in writing, provided, that the exercise of such right of termination shall be in addition to, and not in lieu of, any other remedies the terminating Party may have by virtue of such breach.
- f. Upon termination or expiration, neither party shall have any further rights or obligations hereunder except for (a) the Parties' respective surviving obligations under this Agreement, including Schedule B, if applicable, and (b) End-User's obligation to pay Provider the Fees and Expenses due and payable as of the date of termination or expiration.

4. Indemnification and Liability

End-User shall indemnify Provider and Fieldprint, its officers, directors, employees and agents, from and against any and all losses, costs, liabilities, damages and expenses (including, without limitation, all reasonable attorneys' fees and expert witness fees) in connection with any claim, demand, suit, action, judgment or other proceeding brought or threatened against Provider and/or Fieldprint, its respective officers, directors, employees or agents, to the extent based on or arising from,

- a. any breach by End-User of its representations, warranties or covenants contained in this Agreement or any attached Exhibit or Schedule, including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained under this Agreement, or
- b. any gross negligence or willful misconduct of End-User, or
- c. any negligence or willful misconduct by fingerprinting source sites.

5. Representations, Warranties and Covenants

The Parties hereby represent warrant and covenant as follows:

- a. **Compliance with Laws**

- 1) End-User shall ensure that each subject of the fingerprint collection has signed a specific consent, authorizing the End-User to request the collection and dissemination of the fingerprints and the resulting Criminal History Record Information (“CHRI”) to the End-User and for the National Futures Association (“NFA”), for which the fingerprints are being collected. End-User acknowledges that the fingerprints may only be processed for the purpose for which they were originally known, collected and consented to by the subject of the fingerprinting.
- 2) End-User hereby covenants that, in accepting and using the fingerprint administration services, End-User and its employees, agents and subcontractors shall comply with the requirements of NFA, the Americans with Disabilities Act, 42 U.S.C. § 12111 et seq., the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., all Equal Employment Opportunity laws, and any other applicable federal, state and/or local laws, statutes or regulations pertaining to fingerprinting, to the extent applicable (the “Laws”).
- 3) Fieldprint is a “Service Provider” as defined under Cal. Civ. Code section 1798.140(v). Fieldprint hereby affirms that it is not a “Data Controller” as defined under the California Consumer Privacy Act (CCPA). Accordingly, Fieldprint hereby represents that is a conduit for the processing of personal information for fingerprint and related services, and shall only use any personal information it collects from the End-User or any consumer for the sole purpose of providing the services.
- 4) The Parties agree to conform their conduct pursuant to this Services Agreement to meet all legal requirements, as they may change, and an actual amendment to this Services Agreement is not required.

b. Confidentiality

In accordance with the provisions of the Laws, Provider, Fieldprint and End-User each acknowledge that the information to be provided by Provider and Fieldprint to End-User and by End-User to Provider and Fieldprint pursuant to this Agreement is sensitive, privileged and confidential. Provider and Fieldprint will communicate such information only to such employees of End-User as are designated by End-User (the “Authorized Employees”). End-User agrees to make all Authorized Employees aware of the sensitive, privileged and confidential nature of information pursuant to the Laws.

Fingerprint results and other information provided by Provider and Fieldprint to End-User, shall not be shared, disseminated or republished in any manner by End-User or by any of its employees, representatives or agents, except only as required or permitted by law.

6. Access to Provider’s Web Site

If End-User utilizes Provider's Web site, Authorized Employees, as identified by End-User, will be assigned unique user names and passwords ("Access Codes") to allow access to Provider's Web site. End-User shall ensure that prior to requesting Access Codes for Authorized Employees, End-User shall provide adequate training to any Authorized Employees regarding the requirements of this Agreement and any applicable laws.

End-User acknowledges and agrees that it is responsible for any activities performed through the Web site using the assigned Access Codes. End-User agrees to notify Provider in writing immediately if it wishes to deactivate or disable any Access Codes. End-User shall indemnify Provider and Fieldprint against any losses, damage or disruption (i.e., “hacking”) to Provider systems, Web site, or business caused by misuse of End-User's Access Codes.

7. Force Majeure

Neither party shall be liable to the other nor be deemed to have defaulted under or breached this Agreement for any failures, errors, delays or other conditions or consequences arising from or caused by events beyond a party's control, including, without limitation, sabotage, terrorism, failures or delays in information technology and/or systems, equipment or communication, labor disputes, accidents, computer "hacking", computer viruses, pandemics or acts of God or nature.

8. Independent Contractors; Nonexclusive

Provider and Fieldprint, on the one hand, and End-User, on the other, are independent contractors and will so represent themselves in all regards. Neither party may bind the other in any way. Nothing in this Agreement will be construed to make either party the agent or legal representative of the other or to make the Parties partners or joint venturers.

9. Survival of Rights

The rights and responsibilities of sections 2 (fees, expenses/pass through costs), 4 (indemnification and liability), and 5(b) (confidentiality) shall survive the termination of this agreement.

10. Entire Agreement

Represents the entire agreement between the Parties and supersedes all prior and/or contemporaneous agreements, express or implied, oral or written, relating to the subject matter contained herein, and may not be modified or amended except in writing signed by authorized representatives of both Parties.

11. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. The Parties hereby consent to the non-exclusive personal and subject matter jurisdiction and venue of the federal and state courts of the Commonwealth of Pennsylvania with respect to any claim relating to this Agreement.

12. Binding Nature and Assignment

This Agreement will be binding on the Parties and their respective successors and permitted assigns. Except as provided herein, End-User does not have the power to assign this Agreement without the prior written consent of Provider. Should assignment be granted by Provider, the assigning party shall remain fully liable for and shall not be relieved from the full performance of all obligations under this Agreement. Any attempted assignment that does not comply with the terms herein shall be null and void.

13. Counterparts; Facsimile and Electronic Signatures

This Agreement may be executed by exchange of signature pages by facsimile and/or other "electronic signature" (as defined in the Electronic Signatures in Global and National Commerce Act of 2000) in a manner agreed upon by the Parties hereto; and/or in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

14. Notices

All notices or other communications to be given hereunder shall be given in writing and delivered by (a) certified mail, return receipt requested, (b) personal delivery, (c) facsimile, or (d) express carrier addressed as follows:

If to Provider: **Business Information Group, Inc.**
Attention: N. Alexander Erlam, Esq.
251 Veterans Way
Warminster, PA 18974
Telephone: (800) 369-2612, Ext. 2021
Facsimile: (856) 446-2668
Email: aerlam@bigreport.com

If to End-User: **[NFA FIRM]**
Attention:
[ENTER ADDRESS]
Telephone: () _____
Facsimile: () _____
Email: _____

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Services Agreement by their duly authorized representatives to bind the Parties by the terms hereof on the date first written above.

BUSINESS INFORMATION GROUP, INC.

[NFA FIRM]

BY: _____
Anthony D'Orazio
CEO

BY: _____
NAME: _____
TITLE: _____

SCHEDULE A

Full Service Fingerprinting

\$17.50

(includes site location, scheduling, Livescan or one print card fingerprint collection using the Fieldprint Network, tracking, and electronic transmission to NFA; all fees included except courier fees and state and/or FBI fees charged separately; full service fingerprinting fee applies for missed appointments and/or reschedules with less than 24 hours notice.)

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