GLEN COVE LOCAL ECONOMIC ASSISTANCE CORP.
City Hall – 9 Glen St., Glen Cove, New York 11542

Minutes of Special Meeting
February 28, 2023

Resolution #5(c)

RESOLUTION OF THE GLEN COVE LOCAL ECONOMIC ASSISTANCE CORP. AUTHORIZING ACCEPTANCE OF A PROFESSIONAL SERVICES AGREEMENT WITH CASTLE BRANCH INVESTMENT SCREENING SERVICES FOR BACKGROUND CHECKS ON PROSPECTIVE PROJECT DEVELOPMENT COMPANIES

BE IT RESOLVED that the Glen Cove Local Economic Assistance Corp. (GC-LEAC) members hereby authorizes the Executive Director to accept a professional services agreement with Castle Branch Investment Screening Services to conduct background checks (criminal/credit) on prospective LEAC project development companies (agreement attached). The cost of the screening services will be paid for by the Applicant(s) and the Executive Director is authorized and directed to revise the standard form of Application to reflect the foregoing.

BE IT FURTHER RESOLVED that the GC-LEAC designates Ann Fangmann, Executive Director, and Camille Byrne, Executive Assistant/Board Secretary, as authorized users of this service.

The question of adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	VOTING
Pamela D. Panzenbeck, Chairperson	AYE
Vincent C. Hartley, Vice Chair	AYE
James Cappiello	AYE
Grady Farnan	AYE
John Fielding	AYE
Thomas Hopke	AYE
David V. Jimenez	Absent

The foregoing Resolution was thereupon declared duly adopted.

GC-LEAC CB
ENTERED
2-28-23

CASTLE BRANCH, INC.
UNIFIED MASTER SERVICES AGREEMENT

This Unified Master Services Agreement ("**Agreement**") is dated _____, 2022 ("**Effective Date**") and is entered into by and between: CLIENT'S LEGAL ENTITY NAME ("**Client**"), with a notice address of CLIENT'S ADDRESS FOR NOTICE; Attn: NAME OF PRIMARY CONTACT, and **Castle Branch, Inc.** ("**Vendor**"), with a notice address of 1844 Sir Tyler Drive, Wilmington, North Carolina 28405; Attn: Legal. Client desires to engage Vendor to provide Services (defined below) as Client and Vendor may agree from time to time. Client and Vendor have agreed to the terms and conditions upon which Vendor will provide the Services; and Client and Vendor desire to memorialize the same in writing. In consideration of the forgoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Vendor agree as follows:

1. **Definitions**: As used in this Agreement, the following terms shall have the meanings ascribed to them below:

1.1. "**Account**" means the individual registration and account of Client, and each User for access to the Services.

1.2. "**Aggregate Data**" means any information or data obtained or accessible by Vendor, as a result of individuals creating Accounts or accessing or using the Services or Vendor's website, software, products, or services, that has been depersonalized and anonymized by removal of all Personal Information and other information that could be used to identify the Client or a specific individual.

1.3. "**Agreement**" means this Agreement, any Service Orders, and any addenda or exhibits, that may be attached hereto, which shall be specifically incorporated herein, as may be renewed, modified, or amended.

1.4. "**Affiliated Unit**" means (a) if Client is an educational institution (or program, department, or school therein), a health care facility that is affiliated with or a party to a contract with Client that permits Client to place or schedule Client's students with the health care facility for purposes of completing clinical, experiential, residency, or other educational, degree, or licensure requirements; and (b) if Client is a health care system or health care facility, a program, department, or school at an educational institution that is affiliated with or a party to a contract with Client that permits the program, department or school to place or schedule its students with Client for purposes of completing clinical, experiential, residency, or other educational, degree, or licensure requirements.

1.5. "**Authorized User**" means a Client employee who is authorized by Client to access and use the Services.

1.6. "**Data Breach**" means a breach of security leading to the unauthorized or accidental acquisition, theft, loss, disclosure, or access of or to Personal Information, relative to this Agreement, from Vendor or Vendor's network or system, or Client or Client's network or system, as applicable.

1.7. "**Data Protection Law**" means all applicable legislation relating to data protection and privacy including, without limitation, the EU Data Protection Directive 95/46/EC and all local laws and regulations which amend or replace any of them, including the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), together with any national implementing laws in any member state of the European Union or, to the extent applicable, in any other country, as amended, repealed, consolidated or replaced from time to time. The terms "process," "processes," and "processed" will be construed accordingly.

1.8. "**Documentation**" means any technical, product, service, or other business information, manuals, "help" files, instructions, descriptions, or specifications provided or made available by Vendor and applicable to the Services or any Vendor network, platform, or software. "Documentation" in the context of this Agreement does not include all information or records, but rather manuals and documents specifically relating to the software/system/platform's functionality, components, features, or requirements.

1.9. "**Faculty User**" means each faculty member of Client who is, may be, or will be considered for employment, placement, privileges, or access for student instructional/educational purposes with Client or Client's Affiliated Unit.

1.10. "**Fees**" means the fees for the Service(s) payable to Vendor under this Agreement and any Service Order.

1.11. "**Individual User**" means (a) each student who is or may be placed with Client or Client's Affiliated Unit (as applicable) for clinical, residency, experientials, or other education or degree requirements; or (b) any of Client's students, employees, volunteers, contractors, applicants, or other individuals to whom Services will be provided at the direction of Client.

1.12. "**IP**" means all networks, websites, systems, platforms, products, services, solutions, and software, and all interfaces, components, features, functions, tools, code (including, without limitation object code and source code), content, programming, tutorials, materials, graphics, documentation, information, modules, data that is compiled, accessed, obtained, created, or received by Vendor in connection with use of the Services (provided such data is not Client or a User's Confidential Information), and other intellectual property, proprietary property, and trade secrets used or incorporated in, part of, made available to Client or its individual users in connection with using, procuring, or accessing, the Services.

1.13. "**IP Rights**" means any and all intellectual property rights, including, but not limited to, copyrights, trademarks, service marks, and patents, regardless of whether registered, unregistered, capable of registration, or incapable of registration, as well as know-how and trade secrets, contained in, related to, part of, or arising from the IP.

1.14. "**Natural Person**" means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.15. "**Personal Information**" means all information that can be used to identify a Natural Person or can be used with other sources to identify a Natural Person including, but not limited to (i) the user name or email address of a User, in combination with a password or other log-in credential that would permit access to the individual's Account, (ii) a User's first name or first initial, and last name, in combination with any one or more of the following data elements regarding the individual, when either the name or the data elements are not encrypted: the full social security number; driver's license number or state identification card number; bank account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; or biometric data.

1.16. "**Protected Health Information**" mirrors the definition of the same term under 45 C.F.R. 160.103.

1.17. "**Required by Law**" means all applicable international, federal, state, or local laws or regulations governing use of the Services, including but not limited to, Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("**FCRA**"), Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232g, Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Data Protection Laws, and "Ban the Box" laws.

1.18. "**Services**" means the Vendor services requested and ordered by Client under one or more completed Service Orders, as hosted and made accessible to Client by Vendor.

1.19. "**Service Order**" means an order for Services and the relevant terms required by Vendor to supply such Services. All Service Orders shall be deemed a part of and included in the term "Agreement." Notwithstanding the above, any irreconcilable conflict between this Agreement and a Service Order shall be controlled by the Service Order, but only for the Services covered by such Service Order.

1.20. "**Subscription Term**" means the duration of Client's subscription to access and use the Service(s) subscribed to by Client, as set forth in the applicable Service Order, as may be renewed or otherwise modified by mutual written agreement of Client and Vendor.

1.21. "**Third Party Fees**" means the fees charged to Vendor by any vendor, furnisher, provider, record repository, or governmental agency or department in connection with the Services, such as, but not limited to, fees to access a data or information source.

1.22. "**User**" means any one or more, as the context requires or permits, of the following: Authorized User, Faculty User, and Individual User.

2. **Services/Right to Access and Use**: Vendor will provide Client the Services as set forth in this Agreement and the applicable Service Order. Client represents to Vendor that all Authorized Users are employees or agents of Client who have a legitimate business need to access and use the Services, and to view, copy, and access results, reports, documents, and information about the individuals on or through the Services. Client shall promptly notify Vendor if an Authorized User no longer is employed by Client or is no longer authorized to access or use the Services. Client and each Authorized User shall comply with all applicable laws, rules, and regulations. Client is responsible for any access to or use of the Services through Client's Account(s). In no event shall Client or any Authorized User input, upload, transmit, publish, or disclose, or permit, authorize, cause, require, or request any other individual, entity, or organization to input, upload, transmit, publish, or disclose, on, to, or through the Services any Protected Health Information. Client agrees that it shall not, and it shall instruct each of its Authorized Users to not, (a) disclose or provide to any third party any username, password, or other log-in credential to the Services; or (b) permit, authorize, or enable any third party not specifically authorized in writing by Vendor to access or use the Services. In the event that any password, username, or other log-in credential of Client or any Authorized User is compromised, accessed, obtained, or disclosed to or by any unauthorized person, entity, Client shall immediately notify Vendor. User's access to or use of the Services is subject to Vendor's website terms and conditions of use and privacy policy, which can be found at https://discover.castlebranch.com/terms-and-conditions/, and https://discover.castlebranch.com/privacy-policy/, respectively, and are subject to change.

3. **Data Collection; Confidentiality and Information Security**:

3.1. Where Vendor processes any Personal Information on behalf of Authorized Users, Vendor shall process such Personal Information in accordance with all applicable laws. Vendor shall maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security of any Personal Information collected or maintained as a result of the Services. In the event either Vendor or Client suffers or experiences a Data Breach, the Vendor or Client, as applicable, shall notify the other party in writing as soon as reasonably practicable, but in no event later than three (3) business days, or earlier if required by law, following the party's knowledge of the Data Breach, and shall take commercially reasonable actions to contain and investigate the Data Breach. The notification shall identify, to the extent such information is available (and if permitted by law): (a) the nature of the Data Breach; (b) the Personal Information accessed; (c) the person(s) who accessed the Personal Information; (d) any steps taken by the party to contain the Data Breach; and (e) any corrective action the party has taken or will take to prevent future unauthorized access. The party that suffered or experienced the Data Breach shall provide notice to affected individuals and to applicable governmental agencies if Required by Law.

3.2. If Vendor processes any Personal Information on behalf of Client that is subject to GDPR, Vendor and Client each agree and acknowledge that the Client shall be the data controller and Vendor shall be the data processor (as those terms are defined in GDPR) with respect to the processing of such Personal Information. Vendor shall only process such Personal Information upon the reasonable instructions of the Client for purposes notified to it by the Client for which consent from the relevant data subjects has been obtained. To the extent a User is covered by GDPR, then Vendor will (a) only collect, process and transfer those categories of Personal Information that it may legitimately process in accordance with this Agreement and/or the Client's written instructions or as permitted by consent from the User; (b) notify the Client promptly of any communication received from a Client User to Vendor relating to subject access rights; and (c) take reasonable measures to keep such Personal Information secure and confidential. To the extent applicable, the right to store and/or use Personal Information is subject to the Right of Erasure as reflected in GDPR and any other applicable Data Protection Law.

3.3. Vendor utilizes multiple third-party Processors (or "Sub-processors" as that term is defined in GDPR), strictly as necessary, to perform the services under this Agreement. Vendor imposes, in writing, the same data privacy, confidentiality, and security requirements on its Sub-Processors to which Vendor and Client are subject under this Agreement. To the extent Required by Law, Vendor will provide to Client, upon request, a list detailing the then current Sub-Processors to which Vendor discloses or allows access to Personal Information under this Agreement. Should Client refuse consent to Vendor's use of a particular Sub-Processor(s), to the extent consent is require by law, and upon notice to Vendor, Client shall have the option of terminating this Agreement without penalty or liability.

3.4. Each party may be given access to Confidential Information of the other party under or in connection with this Agreement. "**Confidential Information**" means any proprietary or non-public information compiled, accessed,

or received by one party (the "**receiving party**") from or on behalf of the other party (the "**disclosing party**") under this Agreement, however manifested or communicated, including, without limitation, methods, processes, technical documentation, know-how, trade secrets, plans, pricing lists, strategies, research and development, analyses, business plans, techniques, software, formulations, data, employee information, Documentation, consumer reports, investigative consumer reports, or other proprietary or non-public information. Notwithstanding the foregoing, "Confidential Information" will not include any information that (a) is or becomes a part of the public domain other than through the act or omission of the receiving party, (b) is lawfully in the possession of the receiving party prior to it being provided by the disclosing party; (c) is lawfully disclosed to the receiving party by a third party that does not have an obligation of confidentiality to the disclosing party; or (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information. The receiving party agrees that it will not use or disclose the Confidential Information except as provided in this Agreement. The receiving party may disclose Confidential Information to its and its affiliates' and subsidiaries' employees, officers, directors, agents, contractors, and representatives, including, without limitation, legal counsel (collectively "**Representatives**") who have a need to know the information and are bound by an enforceable contractual or ethical duty of confidentiality to the receiving party.

3.5. Nothing contained in this Agreement shall prohibit the receiving party from disclosing Confidential Information as Required by Law or pursuant to a court order, valid subpoena, or investigation by a government body or regulatory agency having jurisdiction over the receiving party or the disclosing party; provided, however, that prior to any such disclosure, the receiving party shall (a) give written notice to the disclosing party (unless prohibited by law) as soon as reasonably practicable and reasonably cooperate in any action by the disclosing party to challenge the disclosure of the Confidential Information; and (b) limit the scope of disclosure of Confidential Information to that which is legally required.

3.6. Client agrees that, notwithstanding anything in this Agreement to the contrary, Vendor may, subject to all restrictions and consent requirements Required by Law, at all times access, analyze, process, store, maintain, retain, use, disclose, create derivative works of, transfer, and copy any or all information or data collected, compiled, accessible, produced, or received under or in connection with this Agreement or the Services, including, without limitation, Confidential Information, without crediting or compensating Client or any other person or entity, as follows: (a) to perform, provide, or make available the Services or as permitted or required by this Agreement; (b) as Required by Law; (c) for legal, accounting, regulatory, and data analysis purposes of Vendor and its successors and assigns, including, without limitation, (i) to respond to disputes by Client or any individual regarding any alleged incompleteness or inaccuracy in any consumer report or investigative consumer report; (ii) to provide copies of an individual's file to the applicable individual upon request; (iii) to respond to, defend, initiate, and prosecute litigation, actions, claims, or proceedings; (iv) to respond to court, regulatory agency, or other subpoenas or orders; or (v) to respond to inquiries or requests for information from Client or the individual with respect to whom the information relates; (d) as instructed, agreed, consented to, or authorized by Client; (e) as instructed, agreed, consented to, or authorized by the individual with respect to whom the information relates, by any legal consent, including but not limited to, through a consent application that the individual utilizes to manage, own, maintain, control, and share their personal identifying information; (f) to the purchaser of or successor to all or substantially all of the assets or business of Vendor; or (g) to send to Client or the individual with respect to whom the information relates updates, notices, marketing announcements, and information regarding Vendor or the Services, including but not limited to, important updates and notices regarding maintenance or downtime. Vendor agrees to abide by any applicable limitations on re-disclosure of personally identifiable information from education records set forth in FERPA.

3.7. Notwithstanding anything contained in this Agreement to the contrary, Vendor may at all times store, maintain, retain, analyze, access, use, disclose, reproduce, copy, publicize, create derivative works from, or process Aggregate Data, without restriction and without crediting or compensating Client or any other person or entity.

4. **Termination**: Unless earlier terminated as provided for herein, this Agreement will remain in effect until the expiration or termination of all obligations under any Service Order. This Agreement may be terminated as follows: (a) by either party for convenience by providing thirty (30) days written notice; (b) by either party if the other party breaches any provision of this Agreement and such breach is not cured within fifteen (15) days after delivery of notice to the breaching party, which must specify the details of the breach and indicate the party's intent to terminate this Agreement if the breach is not timely cured; or (c) by either party immediately and without further notice in the event that any voluntary or involuntary bankruptcy, insolvency, receivership, or other similar proceeding is commenced by

or against the other party, or the other party becomes insolvent, or makes an assignment for the benefit of creditors, or dissolves or liquidates, or terminates its existence.

5. **FCRA Consumer Reports Certifications / Conditions Precedent to Provisions of Services:**

5.1 Client acknowledges that some or all of the products or services being procured or accessed under this Agreement may constitute or contain "consumer reports," "consumer credit reports," or "investigative consumer reports" as such terms are defined in FCRA or applicable state or local laws (sometimes collectively referred to herein as "**consumer reports**"). Client shall not request or obtain, or permit its employees, agents, contractors, or representatives to request, access, or obtain consumer reports or other information from Vendor for resale or unauthorized transfer to any other individual, entity, association, or organization unless specifically authorized by Vendor or the consumer with respect to whom the consumer report relates. All consumer reports and other information provided or otherwise made available by Vendor to Client or any other entity, organization, association, or individual in connection with this Agreement, the products, or services, are current only as of the date provided on the report or information. All "medical information", as defined under FCRA (including, without limitation, immunization records), and any other records, information, or documents uploaded, input, or transmitted to Vendor by Client or any individual in connection with the products or services provided or made available under this Agreement, are provided, made available, and stored "AS IS," and Vendor makes no, and expressly disclaims all, representations and warranties, express or implied, regarding the completeness, accuracy, or validity of any such records, documents, or information. Client agrees that Vendor is not responsible or liable to Client or any other individual, entity, or organization for the record keeping practices of third parties, or errors or omissions in the records or information of third parties that are provided or made available to Client, including, but not limited to, the department of motor vehicles; county, state and federal courts; state repositories; state and regional prisons; local police stations; federal bankruptcy courts; federal civil courts; state medical boards; drug testing facilities or specimen collection sites; professional licensing organizations; and other local, state, and federal organizations and agencies.

5.2 Client acknowledges that Vendor (a) is not a law firm; (b) is not providing legal advice to Client; (c) does not guarantee or warrant Client's compliance with applicable laws regarding Client's use of the Services, and that it is Client's responsibility to consult with its own legal counsel. Vendor may make available to Client sample forms or other documents which may include, but are not limited to, sample consumer report disclosure forms, sample consumer report authorizations, and sample pre-adverse and adverse action notices (collectively, "**Sample Forms**"). Client acknowledges and agrees that any Sample Forms that are provided or made available by Vendor are only samples and do not constitute legal advice. Vendor shall have no liability or responsibility regarding Sample Forms. Vendor expressly disclaims any warranties, representations, or responsibility or damages associated with or arising out of Sample Forms or any information contained therein.

5.3 If applicable, Client agrees to abide by all "Ban the Box" laws and other similar laws and regulations (including, without limitation, any prohibition or restriction on requesting or obtaining salary history information or criminal history information).

5.4 Client represents, warrants, and certifies to Vendor that it is obtaining and using consumer reports from Vendor solely (a) at the written request of the consumer with respect to whom the consumer report relates; (b) for the purposes of a legitimate business need for the information in connection with a business transaction that is initiated by the consumer with respect to whom the consumer report relates; or (c) for employment purposes, which may include for the consumer's participation in an educational program with Client or participation in clinical, experiential, residency, or other education or degree requirements at Client's facility or a clinical program, which may be deemed "employment purposes" under FCRA, and for no other purposes. Client shall confirm the permissible purpose at the time of each order.

5.5 With respect to each consumer report requested, obtained, accessed, or used by Client, Client agrees and certifies, and shall agree and certify as requested by Vendor, as follows: (a) no information from any consumer report will be used in violation of, and Client will comply with, any applicable federal, state, or local equal employment opportunity law or regulation or other applicable law or regulation; (b) Client has made a clear and conspicuous disclosure in writing to the individual with respect to whom a consumer report is being procured, before Client procured or caused to be procured the consumer report or investigative consumer report, in a document that consists solely of the disclosure, that complies with federal law (and has provided any other disclosures required by state or local law); and (c) the individual with respect to whom the consumer report is being procured authorized in writing the procurement of the consumer report by Client (including, if applicable, the procurement of immunization records

or other medical information for use in employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for accessing, teaching, or providing educational services at the facility). Client certifies and agrees that each time it orders or accesses a consumer report, it is reaffirming the above certifications.

5.6 Prior to taking adverse action based in whole or in part on information contained in a consumer report provided by Vendor, Client certifies to Vendor that it shall provide to the consumer: (a) a copy of the report; (b) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act;" and (c) any and all documents or notices required under state or local law. After the appropriate waiting period, if the Client takes an adverse action based in whole or in part on such information, Client hereby certifies to Vendor that it shall issue to the consumer a notice of the adverse action taken, including the statutorily required notices identified in the FCRA. If required by law, Client agrees to perform an individualized assessment and/or other considerations before taking any adverse action based on a criminal record.

5.7 Client agrees that Vendor may, but shall not be obligated to, request copies of any and all written disclosures provided by Client to any consumer(s) and written authorizations executed or provided by any consumer(s) with respect to the procurement by Client from Vendor of services regarding such consumer(s). Client shall provide to Vendor copies of all requested disclosures and authorizations as required by FCRA. Vendor reserves the right to prepare and send, in its sole and absolute discretion, notices under Section 613 of FCRA to applicable consumers.

5.8 If Client requests an investigative consumer report, Client certifies that it has provided a disclosure that: (a) an investigative consumer report (including information as to the consumer's character, general reputation, personal characteristics, and mode of living, whichever are applicable) may be obtained by Client for employment purposes; (b) if applicable, the consumer report will include immunization records and other medical information to be used for employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for placement, accessing, teaching, or providing educational services at the facility, and (c) the consumer has a right to, within a reasonable period of time after receipt of the disclosure, receive from Client a complete and accurate disclosure of the nature and scope of the investigation requested. In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Client shall provide: (d) information about whether an investigative consumer report has been requested; (e) written disclosure of the nature and scope of the investigation requested; and (f) Vendor's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

5.9 Client certifies and acknowledges it has received and reviewed the following required notices and rules:

(a) Notice to Users of Consumer Reports: Obligations of Users under the FCRA
https://www.castlebranch.com/documents/obligations-of-users.pdf

(b) Summary of Your Rights Under the FCRA
https://www.castlebranch.com/documents/summary-of-your-rights-under-the-FCRA.pdf

(c) Remedying the Effects of Identity Theft
https://www.castlebranch.com/documents/remedying-the-effects-of-identity-theft.pdf

(d) Disposal of Consumer Report Information and Records
https://www.castlebranch.com/documents/disposal-of-consumer-report-information-and-records.pdf

5.10 **ICRA & CCRAA**: Regarding any consumer report, consumer credit report, or investigative consumer report obtained or accessed by Client about a resident of California and/or obtained or requested by Client if located in the State of California (collectively referred to in this subsection 5.10. as "**investigative consumer reports**"), Client certifies to Vendor that, under the Investigative Consumer Reporting Agencies Act, California Civil Code Sections 1786 et seq. ("**ICRA**"), and the Consumer Credit Reporting Agencies Act, California Civil Code Sections 1785.1 et seq.) ("**CCRAA**"), Client will do the following: (A) Request and use investigative consumer reports solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12. (B) When, at any time, any investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (i) that an investigative consumer report may be obtained; (ii) the permissible purpose of the investigative consumer report; (iii) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (iv) the name, address, telephone number, and website of Vendor; and (v) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22. (C) When, at any time, investigative consumer reports are sought

for employment purposes other than suspicion of wrongdoing or misconduct by the consumer, only request an investigative consumer report if the applicable consumer has authorized in writing the procurement of the same. (D) Provide the consumer a written form with a box to check indicating whether the consumer wishes to receive a copy of any prepared investigative consumer reports relating to consumer. If the consumer wishes to receive a copy of the same, Client shall send a copy of the investigative consumer report to the consumer within three (3) business days of the date that the same is provided to Client. The copy of the investigative consumer report shall contain the name, address, and telephone number of the person who issued the report and how to contact him/her. (E) Comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the investigative consumer report, informing the consumer in writing of Vendor's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.

6. Fees/Payment:

6.1 Client, or if applicable, User or other person or entity designated in any applicable Service Order as the Responsible Party for payment of Fees (collectively the "**Responsible Party**") shall pay to Vendor the Fees and all other fees and amounts required under this Agreement; provided, however, if the Responsible Party is an individual (for example, an Individual User), the Fees are due and payable by the Responsible Party prior to any Services being provided. All Fees and other fees and amounts are non-cancelable and the sums paid nonrefundable. Client represents and warrants that Client is permitted under applicable law to require or designate any Responsible Party as such to be responsible for and pay the Fees and other fees and amounts. Notwithstanding anything provided in this Agreement or any Service Order to the contrary, in the event of any increase in Third Party Fees, if applicable, Vendor may adjust the Fees for the affected Services, upon not less than fifteen (15) days' prior written notice to Client (which written notice may be provided by Vendor to Client via email or other means), by the amount of such increase.

6.2 If Client is responsible for payment of any Fees, Vendor will transmit to Client a written invoice for all Fees due hereunder, to the address provided in the applicable Service Order for invoicing. Client shall, unless reasonably disputed, pay to Vendor all Fees and other fees and amounts listed in each invoice within fifteen (15) days after the date of the invoice, without reduction, deduction, or withholding of any amount.

6.3 The Responsible Party will be responsible for payment of all taxes, duties, tariffs, and similar fees, assessments, or obligations related to this Agreement, except for taxes based on Vendor's net income, capital gains, or employee withholdings. In the event Client is exempt under applicable law from the payment of any applicable taxes, Client must deliver to Vendor a copy of Client's current and valid tax-exemption certificate or other evidence satisfactory to Vendor of Client's exemption.

7. Representations and Warranties:

7.1 Client represents and warrants to Vendor that Client has the full right, power, and authority, and has taken all corporate, board, company, or other required actions necessary, to enter into, execute, and perform its obligations under this Agreement.

7.2 Vendor represents and warrants to Client that Vendor is the owner of the Services, or the recipient of a valid right or license thereto, that the Services (when used by Client within the scope of, and in accordance with, this Agreement) do not infringe the intellectual property rights of any third-party, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. In the event of a breach of the representation or warranty in this subsection 7.2, Vendor, at its own expense and in its discretion, will take one or more of the following actions: (a) secure for Client the right to continue using the Services to which Client subscribed; (b) replace or modify the Services to make it or them non-infringing; or (c) terminate the infringing Services or features, functions, tools, or components of the Service(s), or this Agreement, and refund to Client an equitable pro rata portion of any prepaid fees attributable to such Services or features. In conjunction with Client's right to terminate for breach where applicable and notwithstanding anything to the contrary in this Agreement, the preceding sentence states Vendor's sole obligation and liability, and Client's sole remedy, for breach of the representations and warranties in this subsection 7.2 and for any alleged or actual intellectual property infringement by the Services.

7.3 If Client is to receive any type of consumer report furnished by Vendor, Client agrees that Vendor has the sole right to determine, in its reasonable discretion, what information is reportable or not reportable to Client or others under applicable laws, rules, and regulations, including, but not limited to, FCRA, and all such determinations of Vendor are final and conclusive. Client agrees that Vendor shall not be liable or responsible to Client for any good-faith determination by Vendor to not report or provide information in a consumer report.

7.4 Client understands and agrees that Vendor is not, and will not be deemed to be, making any determination or decisions regarding the suitability or eligibility, or acceptance or rejection, of any individual for any purpose including, without limitation, employment, promotion, reassignment or retention as an employee with or by Client, or admission or placement of the individual at Client or any Affiliated Unit. All decisions and determinations regarding any matter or transaction are made solely by Client.

8. DISCLAIMER OF WARRANTIES: EXCEPT TO THE EXTENT SET FORTH IN SECTION 7 OR AS PROHIBITED BY APPLICABLE LAW, CLIENT, ON BEHALF OF ITSELF AND ALL AUTHORIZED USERS, ACCEPTS THE SERVICES "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, AND VENDOR HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, OR ANY WARRANTY REGARDING QUALITY OR PERFORMANCE. EXCEPT AS PROHIBITED BY APPLICABLE LAW, VENDOR FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, ACCURATE, COMPLETE, AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET OR DATA LOSS, NOR DOES VENDOR WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, NOR DOES VENDOR REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING, VIRUSES, UNAUTHORIZED INTRUSION, OR PRIVATE AND SECURE. THE PARTIES AGREE THAT THE PROVISIONS OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, AS ENACTED ANYWHERE, DO NOT APPLY TO THE AGREEMENT, AND ALL WARRANTIES THEREIN HEREBY ARE DISCLAIMED.

9. LIMITATION OF LIABILITY AND DAMAGES:

9.1 EXCEPT AS PROHIBITED BY APPLICABLE LAW OR FOR A BREACH OF CONFIDENTIALITY OR PERSONAL INFORMATION, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO VENDOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ALLEGED ACT(S) OR OMISSION(S) GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR CONTRACTORS BE LIABLE OR RESPONSIBLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR ANY OTHER FORM OF LIABILITY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE, EXCEPT FOR A BREACH OF CONFIDENTIALITY OR PERSONAL INFORMATION, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, LOST PROFITS, DAMAGE TO REPUTATION, LOSS OF OPPORTUNITY, DAMAGES DUE TO INTERRUPTION OR COMPUTER FAILURE, OR PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF, USE OF, ACCESS TO, OR INABILITY TO USE, THE SERVICES.

9.2 If applicable law limits the application of the provisions of this Section 9, Vendor's liability will be limited to the maximum extent permissible under applicable law. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Section 9 apply likewise to Vendor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, members, managers, consultants, and other representatives.

9.3 Vendor may at any time delete, terminate, remove, or modify any of the Services, in whole or in part, including, without limitation, any aspect, component, tool, feature, or function of the Services (each, a "**Modification**"). If any such Modification materially and substantially diminishes the functionality of the Services, based on a standard of objective reasonableness, Client may, within thirty (30) days after Modification, cancel its

subscription for the affected Service(s) and receive a pro-rata refund of any pre-paid portion of the Fees. Vendor may at any time provide programming fixes, updates, and new versions to the Services that do not materially and substantially diminish the functionality of the Service(s). Vendor does not accept and hereby disclaims any liability in relation to, and Client agrees that Vendor shall not be liable or responsible for, any direct or indirect damages caused by the release or the absence of release of fixes, updates, or new versions of the Services or the modification, deletion, termination, removal, or addition of any of or to the Services.

10. **Indemnification**: Solely to the extent of Vendor's available insurance coverage, Vendor agrees to defend, indemnify, and hold harmless Client and its employees, directors, officers, representatives, and agents (but only in the employees', directors', officers', and agents' official capacities with Client, not in their capacities as consumers or individuals) from and against any third-party claim, action, suit, or demand, and any damages, losses, settlements, judgment, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising thereunder (collectively, "**Third-Party Claims**") to the extent caused by any Data Breach experienced or suffered by Vendor that was caused by the negligence of Vendor or any employee of Vendor. Client shall: (a) promptly notify Vendor in writing of each Third-Party Claim; (b) give Vendor control over the defense and settlement of such Third-Party Claim, provided that Vendor consults with Client prior to any such settlement and that any such settlement contains the release of Client and its employees, directors, officers, agents, and representatives. Vendor shall not enter into any settlement arrangement that includes (c) any admission of guilt or liability by Client or any of its employees, directors, officers, representatives, or agents, or (d) any obligation, restriction, limitation, or prohibition on Client without the prior written consent of Client. Any failure or delay in providing notice of a Third-Party Claim shall not adversely affect Client's right to indemnification hereunder, except to the extent that such failure or delay has resulted in prejudice or harm to Vendor.

11. **IP Rights**: Client (a) recognizes that IP are protected by copyright and other laws; (b) acknowledges and agrees that all right, title, and interest in and to any and all IP and IP Rights are and shall remain the exclusive property of Vendor or its licensors; and (c) acknowledges and agrees that all right, title, and interest in and to any third party content that may be accessed through use of the IP or Services is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. Nothing in this Agreement assigns or otherwise transfers any IP Rights to, or vests any IP Rights in, Client. Client shall not take any action to jeopardize, limit, or interfere with IP Rights. Client agrees not to remove, obscure, make illegible, or alter any notices or indications of the IP Rights, whether such notice or indications are affixed on, contained in, or otherwise connected to any materials. Client shall not undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, data mining, decompiling, disassembling, or hacking of the Services, any website, software, intellectual property, platform, solution, product, service, network, code, or system of Vendor, or any data, information, reports, or records provided or made available or accessible through any Service.

12. **Miscellaneous**:

12.1 Notices. Unless otherwise expressly provided herein, any legal notice required or given under this Agreement shall be in writing and shall be effective for any purpose (a) upon receipt; or (b) three (3) business days after deposit, postage prepaid, with the U.S. Postal Service addressed to the address of the applicable party set out above or such changed address furnished to the other party in writing.

12.2 Assignment. Vendor may assign this Agreement, or any of its rights or obligations under this Agreement, without prior consent, to any affiliate or subsidiary of Vendor or to the purchaser or successor of all or substantially all of Vendor's assets or business related to or used in any of the Services (whether by stock sale, merger, consolidation, asset sale, or otherwise).

12.3 No Waiver. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and only a signed written waiver shall be effective.

12.4 Severability/Survival. If any term, clause, or provision of this Agreement is held to be illegal, invalid, or unenforceable, it is the express intention of the parties that the remainder of this Agreement shall not be affected thereby, and each other term, clause, or provision of this Agreement and the application thereof shall be legal, valid, and enforceable to the fullest extent permitted by law. The provisions of Sections 6 (until all Fees have been paid to Vendor in full) 3, 5, 7, 8, 9, 10 and 11 shall survive the expiration or termination of this Agreement.

12.5 Modifications and Final Agreement. This Agreement sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior agreements, understanding, promises, representations, whether written or oral, with respect thereto are superseded hereby. No revision, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

12.6 Form of Signature. This parties agree that copies of signatures transmitted via electronic mail or facsimile, as well as electronic records and electronic signatures, are accepted, admissible, and enforceable to the fullest extent permitted by law. Any document related to and including this Agreement, including Service Orders and other documents, may be executed via electronic signature, and the parties hereby waive any objection to the contrary

12.7 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of Vendor and Client, and no other person shall have any right, benefit, or interest under or because of this Agreement.

12.8 Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement (other than for a delay in the payment of money due and payable hereunder) to the extent such failure or delay is caused by conditions beyond the reasonable control of and not the fault of the nonperforming party, including Acts of God, public health emergencies, earthquakes, floods, fire, hurricanes, unusually extreme or severe weather, wars, insurrections, terrorism, riots, labor stoppage, criminal acts of third parties, network failures, system failures, or equipment failures, provided that the nonperforming party gives the other party prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Each of the Client and Vendor, intending to be legally bound, has caused this Agreement to be executed by their respective authorized representatives as of the Effective Date. The individuals executing this document have been given authority by their respective entities to bind said entities hereto.

Castle Branch, Inc.	**CLIENT'S LEGAL ENTITY NAME**
_____	_____
Signature	Signature
Tom Cucuel	
_____	_____
Print or Type Name	Print or Type Name
COO	
_____	_____
Title	Title
_____	_____
Date	Date

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ANGEL CAPITAL ASSOCIATION

Background Check Program for ACA Members

CastleBranch has designed a comprehensive background screening package for members of the Angel Capital Association. This package offers high quality reports at a good price and an easy way to access them. Reports include state and federal criminal records, civil records, credit records, bankruptcy data, verification of education and employment. CastleBranch will provide the most up-to-date and accurate information available to assist with your due diligence process.

ACA members can purchase these reports as a comprehensive package or order them individually, if you prefer. Work with CastleBranch in the way that best fits the needs of your angel group.

In order to qualify for this service and ACA member benefit, the angel group must be a current member of ACA when the background reports are requested.

Who is CastleBranch?
For over a decade, CastleBranch has been helping businesses make safe and informed decisions by providing employment, business and tenant screening, as well as drug testing and investigative services.

An industry leader, CastleBranch remains at the forefront of technology by offering innovative products and services that help you work smarter, not harder. In addition to the core employment screening solutions, nearly two-thirds of colleges and universities, businesses and other organizations across a wide variety of sectors use our high quality services to reduce risk and achieve more without spending more.

CastleBranch – ACA Partnership
CastleBranch understands angel investing – leaders of the company belong to an ACA member group. The program was established to provide a great resource to support ACA member due diligence, and also to support ACA. The package and these discounts are not available to any other organizations. If you have questions about the program or partnership, please feel free to contact ACA staff or ACA member Michael Cain, of the Wilmington Investor Network. Contact information is included on the ACA Web site.

Basic inquiries about getting started with CastleBranch should be made to Ashley Griffin of CastleBranch at 910.679.2988 or ashleyl@castlebranch.com

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Quote for Investment Screening Services

7 Year County Criminal Search - All Counties

County criminal records are the most accurate and up to date records on file. These records come directly from the county courthouse. A county criminal record search reveals misdemeanor and felony convictions as well as pending charges.

7 Year County Civil Search - All Counties

A civil record search reveals an applicant's history of suing or being sued by their employers and uncovers liens and cases involving violations of trade secrets and non-compete agreements.

Nationwide Federal Civil

Civil record searches isolate applicants with a history of suing or being sued by their employers, a commonplace and costly occurrence in most industries.

Residency History

This search will reveal the applicant's previous addresses. Industry Standard is a scope of 7 years.

Education Verification - Highest Degree Completed

Verifies the accuracy of an applicant's reported education and also reports the dates of attendance, department of study and degree status.

Employment Verification - Up To Three

Confirms the three most recent jobs an applicant has held over the past 7 years, along with the dates of employment, job title & re-hire eligibility.

National Record Indicator

This product searches a proprietary database containing over 200 million records from multiple jurisdictions-sources. Sources include state court repositories, departments of correction, county courts and other state level agencies, as well as sex and violent offender records from all 50 states. If there are any hits found in the NRI those counties will be searched to confirm there is a record in that particular county.

Nationwide Federal Criminal Search

Federal crimes typically encompass sever crimes such as drug violations, illegal sale of firearms, embezzlement, and crimes that take take place on federal property.

Nationwide Bankruptcy Search

Identifies individuals and businesses who have filed for bankruptcy in the past or are currently involved in bankruptcy proceedings. Also identifies individuals and businesses under bankruptcy protection.

Credit Report

Details a persons financial history including FICO score.

Custom Comprehensive Person Report

This in depth report includes possible associates of the applicant, professional licenses, liens, judgments, property assessments, UCC filings, etc.

In The News Report

This report will list any news articles containing the name of the applicant and/or the businesses affiliated with the applicant.

ACA Member Price: $153.00

Average Turnaround Time = 24 to 72 hour

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A La Carte Searches

Item	Turnaround Time	Price
County Criminal Search	24-72 Hours	$18.00
County Civil Search	24-72 Hours	$25.00
Residency History	24-48 Hours	$6.00
Education Verification	24-72 Hours	$16.00
Employment Verification	24-72 Hours	$16.00
Reference Verification CastleBranch will contact reference provided and ask standardized questions.	24-72 Hours	$16.00
Nationwide Federal Criminal Search	24-48 Hours	$35.00
Nationwide Sex Offender Search	24-48 Hours	$35.00
OIG Exclusion List Search Includes the following: Terrorism Search (Registrations, OFAC, Asset Specially Designated Nationals, US Treasury, Dept. of State Debt Control, Bureau of Industry and Security, Bank of England Sanctions, World Bank Ineligible Firms, OIG, Universal Entity List, Denied Entity List, GSA	24-48 Hours	$15.00
Nationwide Criminal Database Search	24-48 Hours	$25.00
Credit Report	24-48 Hours	$15.00
Private Investigator Available upon request. Verifies employment, checks criminal, DL, additional information as desired. Contact your sales representative.	n/a	Varies
Business Profile Search A business profile provides an in-depth survey of a business's background information. It helps companies determine the risks associated with any client, existing business relationship, vendor, or investment. Includes: credit, payment terms, public records/filings, and Standard & Poor's. The business profile is applicable for those conducting business with a company, evaluating credit, or considering investment.	24-48 Hours	$50.00

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Extended Business Profile Report This report will include business profile report, corporation filings, Dun & Bradstreet Records, county civil records search, and federal civil records search. These searches will be performed within the business name.	24-72 Hours	$75.00
Statewide — Statewide Criminal Search This search will report all conviction(s) found within the statewide search	5-10 Days	$75.00
Statewide — Sterling Report	5-10 Days	$50.00
Statewide — Civil Statewide — Statewide	5-10 Days	$125.00

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CREDIT REPORT ACCESS CHECKLIST - EMPLOYMENT SCREENING

Thank you for your interest in credit reporting from CastleBranch. CastleBranch is an authorized reseller of TransUnion Credit Reports. TransUnion's Reseller Credentialing Program requires that we obtain the information listed below. Once all documentation has been received and approved, credit access should be available within 5-10 business days. Actual time may vary depending upon how quickly references respond to CastleBranch's request for information. Please use the checklist below as a guide throughout this process so you know what is expected for approval. Once you have completed the checklist, please fax back the entire packet to 910.772.1528.

Fill out the attached End User Agreement All fields are required. Any fields left blank will delay your account set-up process. ☐ Complete

Sign the End User Agreement (see pages 3 and 5). ☐ Complete

TransUnion requires CastleBranch to verify bank account & trade reference status. Please provide your organization's business bank account & trade reference information on page 3. ☐ Complete

Is your organization in good standing with the Secretary of State?

☐ YES - CastleBranch will confirm status directly with the Secretary of State.

☐ NO - If an organization is not in good standing, it may be ineligible for set up. A representative will be in touch for next steps. ☐ Complete

An organization in business for less than one year must provide two of the following items (each must include the same business name and address as provided on this agreement):

- Copy of utility/phone bill
- Copy of lease or proof of property ownership
- Copy of business bank statement
- Proof of commercial insurance

☐ Complete
☐ N/A

A Sole Proprietor/Partnership must provide a copy of a government-issued photo ID (name, address, DOB). Upon receipt of the photocopy, Castle Branch will email or fax a consent form for the sole proprietor's or partnership's execution. You may return this form via fax to 910.772.1528.
**Note: If business is owned by more than one individual, we must have ID's and signed consent forms from ALL individuals.*

☐ Complete
☐ N/A

All organizations will undergo a site inspection at their primary business location unless an organization qualifies for an exemption (see below). The cost of this site inspection is $75.00 and will be billed to your CastleBranch account. Please indicate on the bottom of page 2 of this packet if your account meets one of the following onsite inspection exemptions (all statuses will be verified by CastleBranch):

- Tax exempt organization
- Publicly held company under SEC
- Franchise Auto/Recreation/Motorcycle Dealership
- SBA Certified Business
- Licensed insurance company
- Hospital/Medical Facility
- Department of Transportation's Disadvantaged Business Enterprise Program Certified Business

CastleBranch will confirm applicable exemptions If no exemptions apply CastleBranch will initiate the on-site inspection once the bank & trade references are returned in good standing.

Please contact CastleBranch if you have questions regarding the TransUnion's credit report requirements. Thank you for your business.

CastleBranch Customer Experience
888.723.4263 x7194
CustomerService@CastleBranch.com

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END USER AGREEMENT - CREDIT REPORTS FOR EMPLOYMENT SCREENING

ALL FIELDS ARE REQUIRED

Business Information - Primary Location

Company Name _____

Contact Name _____

Email Address _____

Website Address _____

Business Phone Number _____

Office Hours _____ Years In Business _____

EIN/SSN (Tax ID #) _____ Business License Number _____

Dun and Bradstreet Number _____ ☐ I do not have a Dun and Bradstreet Number

Type of Industry _____

List all DBAs _____ ☐ N/A

Select business type: ☐ Corporation ☐ Partnership ☐ LLC ☐ Individual/Sole Proprietor ☐ Tax Exempt

If listed on Stock Exchange, provide ticker symbol _____

If Partnership, provide name and home addresses of all partners:

Name _____ SSN# _____

Address _____ CLIENT'S ADDRESS FOR NOTICE

Name _____ SSN# _____

Address _____

Name _____ SSN# _____

Address _____

Physical Address

Address (PO Boxes not permitted) _____

City _____ State _____ Zip _____

Primary Phone Number (must be listed with directory assistance) _____

Fax Number _____

Mailing Address (if different from physical)

Address _____

City _____ State _____ Zip _____

Billing Address (if different from physical)

Address _____

City _____ State _____ Zip _____

On-site Inspection Exemptions - Check all that apply. All conditions will be confirmed by CastleBranch.

☐ Listed in the FINRA Publication OCTBB ☐ SBA Certified ☐ Medical related faculty (not a hospital)

☐ Tax Exempt ☐ DOT Certifiied ☐ Franchise Auto/Motorcycle/Recreational Dealership

☐ Licensed Insurance Agency ☐ Hospital

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END USER AGREEMENT - CREDIT REPORTS FOR EMPLOYMENT SCREENING

ALL FIELDS ARE REQUIRED

Organization Banking Information

Name of Bank _____ Branch _____

Bank Address _____

City _____ State _____ Zip _____

Contact Name _____

Contact Phone Number _____ Contact Fax Number _____

Contact Email Address _____

Checking Account Number _____

Savings/MM Number _____

Trade References (vendors or companies that have extended you credit)

(All contact fields are required to be filled out by you)

Trade Reference (One of Three) - Name of Business _____

Contact Name _____

Contact Fax Number _____ Phone Number _____

Contact Email Address _____

Physical Address (PO Box not permitted) _____

City _____ State _____ Zip _____

Trade Reference (Two of Three) - Name of Business _____

Contact Name _____

Contact Fax Number _____ Phone Number _____

Contact Email Address _____

Physical Address (PO Box not permitted): _____

City _____ State _____ Zip _____

Trade Reference (Three of Three) - Name of Business _____

Contact Name _____

Contact Fax Number _____ Phone Number _____

Contact Email Address _____

Physical Address (PO Box not permitted) _____

City _____ State _____

Document Storage

Do you have a locking filing cabinet(s)? ☐ Yes ☐ No

Are your physical results stored and locked with a key? ☐ Yes ☐ No ☐ N/A - we store results electronically

Do you store documents electronically? ☐ Yes ☐ No

Are your electronic files and devices password protected and restricted to only those that should have access? ☐ Yes ☐ No ☐ N/A - we store results physically

The undersigned authorizes and instructs any person, consumer reporting agency or bank institution to provide Castle Branch, Inc., with any information it may have in response to any inquiry from Castle Branch, Inc. The undersigned further states that all of the statements made above are true and complete and have been made available to Castle Branch, Inc., to obtain commercial credit for employment screening services only. If executing this document using an electronic signature, the parties agree that the electronic signature shall hold the same validity, force, and effect as a traditional wet-signature.

Authorized Signature _____ Print Name _____

Title _____ Date _____

The Power to Make Informed Decisions.

END USER AGREENMENT - CREDIT REPORTS FOR EMPLOYMENT SCREENING

This End User Agreement-Credit Reports for Employment Screening ("Agreement") is entered into by and between Castle Branch, Inc. ("Reseller") and _____ ("End User").

1. End User is a(n) _____ (business type, e.g., insurance agency, restaurant, roofing contractor; or public entity type, e.g., city, local, federal government) and has a permissible purpose for obtaining consumer reports and consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment, or retention as an employee ("Employment Purposes").

2. End User shall request Consumer Reports for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for Employment Purposes, and for no other purpose. End User shall comply with any federal, state, and local laws which may restrict or ban the use of Consumer Reports for Employment Purposes.

3. End User certifies that it will not request a Consumer Report for Employment Purposes unless:

a. A clear and conspicuous disclosure is first made in writing to the consumer by End User, before the report is requested and obtained, in a document that consists solely of the disclosure, that a consumer report may be procured for employment purposes,

b. The consumer has authorized in writing the procurement of the report, and

c. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal, state, or local equal employment opportunity law or regulation

4. End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes it will provide the consumer with:

a. A copy of the Consumer Report for Employment Purposes; and

b. A copy of the consumer's rights in the format approved by the Consumer Financial Protection Bureau.

5. End User shall use the Consumer Report for Employment Purposes only for an exclusive, one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.

6. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

7. With just cause, such as violation of the terms of End User's Agreement or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately

8. The FCRA provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under title 18 of the United States code or imprisoned not more than two years, or both.

END USER AGREENMENT - CREDIT REPORTS FOR EMPLOYMENT SCREENING

9. Reseller shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of the information reported. In no event shall Reseller be held liable in any manner whatsoever for any loss or injury to End User resulting from the obtaining or furnishing of such information. To the extent permitted under applicable law, End User agrees to hold Reseller harmless and indemnify it from any and all claims, losses,and damages arising out of End User's procurement and use of consumer reports under this Agreement and End User's failure to fulfill any of its obligations described herein.

10. This Agreement shall remain in force and effect for one year from date hereof, and thereafter, from year to year on the same basis as set forth herein. Either party may cancel this Agreement at any time upon ten (10) days prior written notice to the other party.

11. End User must notify Reseller as to any of changes to company name, company location, intended use of the credit report, business structure, and nature of its business within 30 days of the change.

The person signing below has direct knowledge of all facts certified in this agreement and is duly authorized to sign on behalf of and bind End User. If executing this document using an electronic signature, the parties agree that the electronic signature shall hold the same validity, force, and effect as a traditional wet-signature.

Company Name _____

Physical Address _____

_____

Print Name _____

Authorized Signature _____

Date _____