



# **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 Jenny Bernard of CastleBranch at 888.723.4263 x7125 or jennyb@castlebranch.com.



# **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 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: \$150.00

Average Turnaround Time = 24 to 72 hours

phone: 888.723.4263 x7125 • fax: 910.772.1528 • CastleBranch.com



A La Carte Searches				
ltem	Turnaround Time	Price		
County Criminal Search	24-72 Hours	\$18.00		
County Civil Search	24-72 Hours	\$25.00		
Residency History	24-48 Hours	\$5.00		
Education Verification	24-72 Hours	\$15.00		
Employment Verification	24-72 Hours	\$15.00		
<b>Reference Verification</b> CastleBranch will contact reference provided and ask a standard set of questions.	24-72 Hours	\$15.00		
Nationwide Federal Criminal Search	24-48 Hours	\$35.00		
Nationwide Bankruptcy Search	24-48 Hours	\$35.00		
<b>US Patriot Act Search</b> Includes the following: Terrorism Sanction Regulations, OFAC, List of Specially Designated Nationals, US Treasury, Dept. of State Trade Control, Debarred Parties, Banks of England Sanctions, World Bank Ineligible Firms, OSFI, Unverified Entity List, Denied Entity and Person List.	24-48 Hours	\$15.00		
Nationwide Criminal Database Search	24-48 Hours	\$25.00		
Credit Report	24-48 Hours	\$15.00		
<b>Private Investigator</b> Available upon request. We utilize a third party for this service, for additional information please contact your sales representative.	n/a	Varies		
<b>Business Profile Search</b> A business profile provides an in-depth survey of a business's background information, helping companies appraise the risks associated with new and existing business relationships. Reports include current payment trends, public record filings, and Standard & Poor's. The business profile is a valuable tool when partnering with a new business, extending credit, or renting property.	24-48 Hours	\$50.00		
<b>Expanded Business Profile Report</b> This report will include a business profile report, corporation filings, Dunn & Bradstreet Records, county civil records search, and federal civil records search. These searches will be performed with the business name.	24-72 Hours	\$75.00		
<b>Canada - Province-wide Criminal Search</b> This search will report all convictions found within the province searched.	5-10 Days	\$75.00		
Canada – Credit Report	5-10 Days	\$50.00		
Canada – Civil Search – Citywide	5-10 Days	\$125.00		



# **Account Set Up Instructions**

### To get started:

- 1. Complete the fax cover form and Service Agreement. (pages 5, 6 and 7)
- 2. Please specify if you would like to order the package set up specifically for ACA, or tailor your own package to fit your needs. If you have questions about searches, please feel free to contact Jenny Bernard at 888.723.4263 x7125.
- 3. Please sign and include the "Member Credit Report Access Form" (pages 8 & 9) if you would like the ability to run credit reports.
- 4. Fax the set-up application and any additional pages to the number provided on the fax cover sheet 910.772.1528.
- 5. You will receive a release form specific to your member group upon receipt of your fax as well as a username and password for any users you request.
- 6. Forward the release form to your potential investee(s) to complete and sign.
- 7. Fax or email signed release form to CastleBranch.
- 8. Keep a copy of the release form for your records.
- 9. CastleBranch will begin research upon receipt of the release form. You can log into your account at anytime to check the status of an order.
- 10. You will receive an email notification when all of the research has been completed. The average turnaround time is 48-72 hours depending on the contents of the package.



## **Angel Capital Association Member Program**

То:	CastleBranch	Your Company:	
Attention:	Jenny Bernard	Your Name:	
Phone:	888-723-4263 ext. 7125	Phone:	
Fax:	910-772-1528	Date:	
Re:	Account Set Up	# of Pages:	(including cover)

### PLEASE FILL OUT THE ATTACHED SERVICE AND CREDIT AGREEMENT TO SET UP YOUR ACCOUNT.

FAX IT ALONG WITH THIS COVER PAGE TO 910-772-1528.

LIST ANY ADDITIONAL USERS BELOW.

User 2 Name:				User 3 Name:			
Title:				Title:			
Phone:				Phone:			
Fax:				Fax:			
Email:				Email:			
Create Password:				Create Password:			
Return Results Via:	Online	Fax	Email	Return Results Via:		Fax	Email
		Plea	se select o	ne of the following	options	:	
I would like to order the standard ACA package I would like to customize my own package.							
among large companies cha	er organiz arge a fee	zations e for the	mation and st and universiti eir services wh charges are in	burcing Expenses tudent enrollment infor ies. To access pertiner hich range anywhere f n addition to Castle Br in your monthly invoice	nt informa rom \$3 to anch's ve	ation, th o \$15, d	ese outsourcing lepending upon the

Yes, Castle Branch has my permission to verify employment or education when an additional charge is required by an outsourcing agency.

**No**, I do not authorize additional charges required by the outsourcing agency. Never verify employment or education when an outsourcing fee is involved.



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# SERVICE AGREEMENT

The undersigned agrees that all reports submitted and received will be subject to the following conditions. All reports will be kept strictly confidential, no information from reports will be revealed to any other person, except a person whose duty requires him to pass on the transaction in relation to which the report was ordered. No information will be requested for the use of any other person. Requests for report information from the person reported on, or his representative, will be referred to Castle Branch Inc. for disclosure as provided under the Fair Credit Reporting Act, the American with Disabilities Act or other applicable laws. The undersigned certifies that these reports will be ordered only when intended to be used for employment purposes, or in connection with a legitimate business or association's need in connection with transactions involving the consumer or public. The undersigned also agrees to comply with any applicable state requirements concerning access to or use of motor vehicle records, credit reports, drug testing, criminal records, skill testing or any other related reports governed by the individual states. In this regard, the undersigned will cooperate with Castle Branch Inc. in monitoring the use of such reports. The undersigned agrees to hold Castle Branch Inc., its officers, employees and any company Castle Branch Inc. uses to obtain reports, harmless from and against any expense or damages resulting from the publishing of report information contrary to these conditions. The undersigned understands that all information provided by Castle Branch Inc. is only current as of the date provided and is made available on an "as is" basis. The undersigned understands that Castle Branch Inc. cannot be responsible for the record keeping practices of third parties such as, 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 and other professional licensing organizations, and other local, state and federal organizations. The undersigned recognizes that information is secured by and through fallible human sources. The undersigned agrees to release Castle Branch Inc., it's officers and employees from liability for any errors and or omissions contained in reports prepared by third parties and from any loss or expense suffered by the undersigned directly or indirectly from Castle Branch Inc. reports. The undersigned agrees that this letter constitutes all conditions of service and of reporting, present and future applies to all reports made by Castle Branch Inc. and is binding in all 50 states. The undersigned agrees to pay all bills for services according to the rate schedule in effect at the time such services are rendered, within fifteen days from the date of invoice and a one and one half percent (1 1/2%) per month late charge for payments made past that date. In the event of nonpayment after 90 days, the undersigned agrees to pay the balance of all bills immediately. Furthermore, the undersigned agrees to pay all attorneys' fees, litigation costs, court costs and/or collection fees associated with the collection of delinquent accounts. No changes in these conditions may be made except by consent in writing of an office of Castle Branch Inc.

Name:	Billing Contact:
Address:	Billing Address:
City, State, Zip:	City, State, Zip:
Phone:	Phone:
Fax:	Fax
Email:	Email
Print Name:	Title:
Signature::	Date:
	PLEASE LIST CREDIT CARD INFORMATION IF YOU WOULD PREFER TO BE

### PLEASE LIST CREDIT CARD INFORMATION IF YOU WOULD PREFER TO BE AUTOMATICALLY CHARGED, OTHERWISE YOU WILL BE INVOICED MONTHLY.

Credit Card :	Type:: MC Visa Discover Amex
Exp Date:	



# **ACA Member Credit Report Access Agreement**

The undersigned Subscriber (Member – Angel Capital Association) and Reseller (CastleBranch, Inc.) hereby make the following agreement:

- 1. Subscriber may obtain from Reseller any or all of the following:
  - a) Credit Report: Credit history, including, but not limited to; total number of trade accounts, negative accounts, liens, judgments and bankruptcy. The Subscriber agrees to keep a signed release from the applicant on file for five (5) years. Failure to comply with the Fair Credit Reporting Act (FCRA) may result in state or federal enforcement actions, as well as private lawsuits.
- 2. Describe the nature of Subscriber's business:\_\_ACA Member Investment Screening\_\_\_\_
  - a) Accordingly, Subscriber certifies that it intends to use the Credit Report for Investment Screening. A signed release form must be acquired before a credit report can be accessed. Subscriber understands that the purpose for accessing credit reports can be for Investment Screening only.
- 3. Subscriber shall request a Credit Report pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for investment screening purposes.
- 4. Subscriber certifies that it will comply with Fair Credit Reporting Act regulations and not request a Credit Report unless:
  - a) A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for investment screening purposes;
  - b) The applicant/target has authorized in writing the procurement of the report;
  - c) Information from the Credit Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
- 5. Subscriber further certifies that before taking adverse action in whole or in part based the Credit Report, it will provide the applicant/target:
  - a) A copy of the Credit Report; and
  - b) A copy of the applicant/target's rights, in the format approved by the FTC, which notice shall be supplied to Subscriber by Reseller
- 6. Subscriber agrees that it shall use the Credit Report for only a one-time use and agrees not to resell the reports under any circumstances. Additionally, the Subscriber agrees to hold the report in strict confidence and not to disclose it to any third parties, unless they are involved in the investment screening decision.
- 7. Subscriber will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.



- 8. Subscriber agrees that it shall use the Credit Report only for its exclusive use, and to hold the information in strict confidence and not to disclose it to any third parties, the only exception being that this information may be released to other authorized affiliates and the sponsor being in good standing with CastleBranch, the reseller. Credit Reports will be requested only by the Subscriber's designated and authorized representatives. Employees will be forbidden to obtain any of Credit Reports on themselves, associates, or any other persons except in the exercise of their official duties.
- 9. Subscriber shall pay a fee for each inquiry for any of Credit Report, according to the then current published fee schedule. Said fee schedule shall be reviewed annually be Subscriber and Reseller.
- 10. 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 Subscriber resulting from the obtaining or furnishing of such information. Furthermore, the Subscriber agrees to hold Reseller harmless and indemnify it from any and all claims, losses, and damages arising out of alleged liability or failure of the Subscriber to keep and perform any of it's obligations described herein.
- 11. 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 thirty (30) days prior to the end of any month.
- 12. It is further agreed that with just cause, such as delinquency or violation of the terms of the contract or a legal requirement, Reseller may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.
- 13. This agreement is an Affiliate only agreement. Each affiliate of this sponsor will be responsible for signing such affiliate agreement upon the setup of the individual account with the reseller. In doing so, the affiliate and not the sponsor will be held liable for the actions of the users of said account. The sponsor will be held harmless for any loss due to any of its affiliates' failure to comply with any of the terms in their individual agreements.
- 14. The parties hereto agree that this instrument is the full and complete Agreement between them regarding the furnishing of Credit Reports, and is not to be altered, varied, or enlarged upon by any verbal promises, statements, or representations not expressed herein.

Company Name	
Physical Address	
Print Name	_Title
Authorized Signature	Date