



ENCOMPASS MORE | VERITY ASSET MANAGEMENT  
280 S. MANGUM STREET, SUITE 550 | DURHAM, NC 27701

## CONFIDENTIAL APPLICATION

Full Name: Last First Middle Date of Birth Social Security Number

Resident Street Address (do not use P.O. Box) City County State Zip

Phone: (please include the area code) Email:

### I. APPLICANT'S LICENSE/REGISTRATION INFORMATION

Please indicate all professional licenses or registrations you hold or have held in the past.

Type of License	State (if applicable)	License Number	Dates Held
Type of License	State (if applicable)	License Number	Dates Held
Type of License	State (if applicable)	License Number	Dates Held
Type of License	State (if applicable)	License Number	Dates Held

Have you ever been denied a trade or professional license or had a trade or professional license revoked, suspended or restricted? **Yes** / **No** If yes, please attach a written explanation.

### II. APPLICANT'S RESIDENTIAL HISTORY

Please list your place of residence for the previous five years. Begin with your address immediately prior to your current address and work backwards.

From:	Address
To:	
From:	Address
To:	
From:	Address
To:	
From:	Address
To:	

### III. HIRING INFORMATION

Hiring Manager (if applicable): Manager's Code:

#### IV. APPLICANT'S EMPLOYMENT HISTORY

Please list your employment history for the previous 10 years without any missing time periods.

Current Employer:	_____	
	Employer Name	Phone Number
Since: _____	_____	
	Address	
From: _____	_____	
	Employer Name	Phone Number
To: _____	_____	
	Address	
	Reason for Leaving	
From: _____	_____	
	Employer Name	Phone Number
To: _____	_____	
	Address	
	Reason for Leaving	
From: _____	_____	
	Employer Name	Phone Number
To: _____	_____	
	Address	
	Reason for Leaving	

Have you EVER worked for a FINRA member firm? **Yes** \_\_\_\_ / **No** \_\_\_\_ *If yes, please attach a current Form U-5.*

#### V. APPLICANT'S EDUCATIONAL INFORMATION

Check the highest level completed: ☐ High school graduate / GED ☐ Bachelor's degree  
☐ Some college or technical training ☐ Post-graduate or professional degree

College/University Attended: \_\_\_\_\_ Years: \_\_\_\_\_  
Major / Degree Earned: \_\_\_\_\_ Year of Graduation: \_\_\_\_\_

College/University Attended: \_\_\_\_\_ Years: \_\_\_\_\_  
Major / Degree Earned: \_\_\_\_\_ Year of Graduation: \_\_\_\_\_

College/University Attended: \_\_\_\_\_ Years: \_\_\_\_\_  
Major / Degree Earned: \_\_\_\_\_ Year of Graduation: \_\_\_\_\_

#### VI. APPLICANT'S BACKGROUND INFORMATION

If you have a criminal record, full and complete disclosure of the details regarding the criminal record is required. Of course, Encompass may elect for other business reasons not to contract with an applicant who has a criminal record, even if that record does not otherwise disqualify the applicant from marketing any products. Inaccurate or incomplete information in this section and throughout the application is a basis for the termination of each of your agreements with Encompass at any time.

Have you EVER been charged with, convicted of, pled guilty or *nolo contendere* ("no contest") to a felony or misdemeanor (other than a minor traffic violation)? ☐ Yes ☐ No

Are you now, or have you ever been, the subject of ANY regulatory agency inquiry involving allegations against you of fraud, breach of trust, theft, misrepresentation, or dishonesty? ☐ Yes ☐ No

Has a bonding company ever denied, paid out on or revoked bond to you? ☐ Yes ☐ No

Have you ever been discharged or permitted to resign from any contract, position or employment because you were accused of wrongdoing? ☐ Yes ☐ No

List any other names used in the past, including maiden or previous married names:

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If you, or any corporation, partnership or business in which you are or were a principal (a) are or have been a party to a bankruptcy action, or (b) has a lien or judgment filed against you that has not been satisfied, attached a written statement providing the following information. For a bankruptcy, indicate (1) the date filed; (2) the type; (3) if discharged; (4) general details. For a judgment, indicate (1) the date filed; (2) the amount; (3) general details

## VII. APPLICANT'S REFERENCES

Please list four references, not of family relation, and their connection to you.

Name: \_\_\_\_\_ Connection: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Name: \_\_\_\_\_ Connection: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Name: \_\_\_\_\_ Connection: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Name: \_\_\_\_\_ Connection: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

## VIII. SIGNATURE

Your signature on this application acknowledges that all information provided by you is accurate and complete.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

**PLEASE USE THIS SPACE TO PROVIDE ANY WRITTEN EXPLANATIONS OR TO CONTINUE SECTIONS WHERE ADEQUATE SPACE HAS NOT BEEN PROVIDED IN THE APPLICATION.**

**THANK YOU.**



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VERITY ASSET MANAGEMENT DBA ENCOMPASS MORE  
280 S. MANGUM STREET, SUITE 550 | DURHAM, NC 27701

### INVESTMENT ADVISER REPRESENTATIVE AGREEMENT

1. This contract is between you and Verity Asset Management, Inc. DBA Encompass More (VAM).
2. VAM is a Registered Investment Adviser (RIA) registered with the SEC.
3. Until this agreement is terminated you are authorized to offer VAM authorized products and services where you are properly licensed. You accept this appointment as an investment adviser representative (IAR) of VAM.
4. VAM will pay or arrange for the payment of compensation to you on accounts established through the offering of these products and services. The procedure for calculation and payment of compensation will be as provided from time to time by VAM in compensation schedules. If you violate this Agreement VAM will not be obligated to pay you or credit compensation to your account. No compensation is ever payable after termination of this agreement unless specifically provided in this or another written agreement between you and VAM.
5. If any debts to VAM are not repaid by outside agreement, then VAM may collect these amounts from you. VAM will not be obligated to proceed through the arbitration process described below to collect these amounts. In any proceeding to collect these amounts (i) your VAM compensation statement will be conclusively presumed to state these amounts as of the particular date shown on that statement unless you notify VAM in writing of any inaccuracy within 30 days after you receive the statement, (ii) you agree not to assert a counterclaim, defense or setoff in that proceeding to the payment by you of these amounts, and (iii) to the extent permitted by law, you authorize VAM, acting as your attorney-in-fact, to confess judgment on your behalf. VAM will be entitled to recover reasonable attorneys' fees and other expenses incurred in the proceeding.
6. The arbitration procedures below will not apply to any dispute arising under this agreement if the arbitration rules under one of the following organizations by their terms govern: FINRA, the New York Stock Exchange, the American Stock Exchange or any exchange located in the United States upon which listed options transactions are executed. By signing this Agreement, you acknowledge that you have read the Arbitration Disclosure to Associated Persons Signing or Acknowledging Form U4.
7. In addition to those reasons for which this agreement may be terminated under the terms as outlined below, it will automatically terminate, without additional notice, for failure to maintain the appropriate licensing.
8. While appointed with VAM, you agree not to hold an appointment with any other RIA concurrently without expressed written consent from VAM. Notification of dual registration constitutes grounds for termination of this agreement at the sole discretion of VAM.

**INDEPENDENT CONTRACTOR STATUS.** You are an independent contractor, not an employee, which means you may exercise considerable discretion in how you conduct your business including choice of the persons from whom you solicit applications, the time and place of solicitation and the methods by which the desired results are to be obtained. We may from time to time prescribe rules with respect to conduct of the business which you agree to observe.

You may not, in the name of VAM, enter into any contract or lease; incur any liability or obligation; maintain any bank account or secure credit. You may not deposit into your account any check or money order made payable to "Verity Asset Management".

You are solely responsible for your own expenses including federal and state self-employment taxes, licensing and continuing education fees, and other expenses you incur.

You may use certain trademarks (including service marks, logos, designs or trade names) relating to VAM, but only in connection with your marketing activities with VAM. VAM may change or discontinue these trademarks, or your rights to use them, at any time. These trademarks, including all associated goodwill, are the property of VAM. You agree to use these trademarks only in the manner approved by VAM.

You may only use literature and promotional materials supplied by VAM. You may not engage in any form of advertising unless it is previously approved in writing by VAM, and you may only use VAM approved business cards and letterhead.

You do not need to be active full time. If you market any products or services, financial or non-financial, not offered by VAM, you must expressly advise all customers that you are not then representing VAM, and make it clear to customers whom you do represent. You may not engage in any activity that interferes with the business of VAM. The indemnification provision under this agreement includes any harm resulting from your failure to comply with this Section.

**LEGAL RESPONSIBILITIES.** You must: comply with applicable laws, regulations and licensing requirements; comply with your agreements with VAM; conduct your business in an honest and ethical manner; honestly and fairly describe the products and services of VAM and those of its competitors; act in a manner that will protect and promote the goodwill of the reputation of VAM; honestly and accurately assist in the completion of applications for any products or services of VAM; sign any new form of Investment Adviser Representative Agreement that VAM requires to be signed; and cooperate with VAM in the conduct of its business.

“Confidential Information” is non-public information pertaining to the business of VAM and its affiliated Companies (a) provided to you or other VAM IARs as VAM IAR by VAM or (b) developed by you or other VAM IARs while acting as a VAM IAR and obtained by you by being a VAM IAR. Confidential Information developed by you or other VAM IARs is considered owned by VAM because it results from their or your activities as a VAM IAR for which you and they are being compensated. Confidential Information includes, among other things, customer lists, agent information, and investment account information. It does not include, however, information you possess or acquire independent of your activities or status as a VAM IAR. Confidential Information under the law may be a trade secret which is a property right protected by law. You agree to treat this information as confidential, and not to use or disclose this information except as necessary to conduct your VAM business. This restriction will continue to apply after termination of this agreement for two years.

**TERMINATION CLAUSE.** This contract shall terminate: (a) upon your death; (b) upon the giving of written notice by you or VAM with or without any reason or cause. In the event of termination, you agree to repay any existing indebtedness to VAM.

**ARBITRATION.** Except as otherwise provided in this agreement or another written agreement between you and VAM, any dispute between you and VAM (or any of its past or present officers, directors or employees) or between you and another VAM IAR (as long as VAM or a VAM subsidiary or any of their personnel is also involved as a party of the dispute) will be settled solely through good faith negotiation, or if that fails, binding arbitration. “Dispute” means any type of dispute in any way related to your relationship with VAM or its affiliates that under law may be submitted by agreement to binding arbitration, including allegations of breach of contract, personal or business injury or property damage, fraud and violation of federal, state or local statutes, rules or regulations.

The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitration will be held in the metropolitan area nearest where VAM or the relevant VAM affiliate has its principal place of business. Each party to the arbitration will select his/her/its arbitrator and provide the arbitrators name, address and telephone number to the other party. These arbitrators will appoint a third, neutral arbitrator. If the arbitrators cannot agree on a third arbitrator, the AAA will select the third arbitrator. A transcript of the proceeding will be made and the arbitrators will state their findings of fact and conclusions of law along with their award. If any court is asked to review the award, the court will review the entire record of the arbitration proceeding. The rules of evidence that would apply in any civil case in federal court will apply in the arbitration. The Federal Arbitration Act will govern the interpretation and enforcement of this section, notwithstanding any other provision of this agreement regarding which state laws apply. If one party prevails over the other party, the losing party will pay the winning party's expenses (including attorney's fees) in handling the arbitration or court proceeding to enforce arbitration or the arbitration award. If for any reason, there is an actual court case on any matter, you and VAM or the relevant affiliate waive the right to a jury trial. VAM and each VAM affiliate and their officers, directors or employees and, if named as a party to a dispute with the foregoing, any other VAM IAR, is intended to be a third party beneficiary of this provision and has the same right to enforce it as do you and VAM. Injunctions in aid of arbitration are permitted.

**ASSIGNMENT.** This agreement is intended for the benefit of you and VAM. VAM may assign any portion of its rights or obligations to others. If any such assignment is made, and notice of the assignment is given to you or generally to VAM personnel, you will look only to the entity to whom the assignment is made for performance of that part of the agreement after that assignment. You may not assign or give a security interest in any of your commissions or fee revenue before they are received by you, except as provided in this section. You hereby assign to VAM all your commissions and grant a security interest in them in favor of VAM to secure your payment of all your debts and obligations to VAM. VAM may run credit, employment and other financial and background investigations concerning you and may use and communicate the results as reasonably necessary to conduct its business.

**ENFORCEMENT AND INDEMNIFICATION.** You will indemnify VAM, its affiliates, officers, directors and employees against any harm you cause them at any time and against any claim by a third party because of harm you caused to the third party at any time, such indemnification to include the payment of attorney's fees and the costs of any appeals. The indemnified party may assert its rights to indemnification outside of arbitration

VAM may enforce your compliance with any restrictive covenant, confidentiality provision or trademark provision in your agreement with VAM to the fullest extent permitted by law by injunction or other equitable remedies (without having to arbitrate) and will not be required to post a bond to do so. You agree that you are not excused from complying with any restrictive covenant or confidentiality provision because of any claim you have against VAM. To the extent waiver is permitted by law, neither you nor VAM will be entitled to consequential or punitive damages in any matter, arbitrated or not.

**STIPULATIONS PERTAINING TO THE AGREEMENT.** Any agreement between you and VAM must be in writing and signed by an authorized officer of VAM. Each agreement may be waived or amended only by a similarly signed writing. Any waiver will apply only in the specific instance and will not constitute a general waiver. Even if a part of this agreement is held to be void or unenforceable, the remainder of this agreement will be enforceable and any part may be severed from the remainder as appropriate.

To be effective, any notice that you give to VAM needs to be sent by certified mail return receipt requested or overnight or other courier service, addressed to Verity Asset Management. at 280 S. Mangum Street, Suite 550, Durham, NC 27701, Attn: President. Notices sent by VAM to you may be sent by regular mail or overnight or other courier service to your home address or branch office address as shown in the VAM records.

Upon termination of this agreement, you must immediately stop using all trademarks of VAM, and unless VAM otherwise agrees in writing, you must promptly deliver to VAM all materials (including any copies, notes, and computer disks) that contain customer or agent information, other confidential information, and all inventory that reflects the VAM company name.

This agreement will be effective when executed by you. You agree to send promptly a copy of the executed agreement to VAM

This agreement will be governed by the laws of the State of North Carolina, except that, if for any reason its laws are held not to apply, then the laws of the jurisdiction in which your principal address is located shall govern.

If not terminated under one of its other provisions, this agreement will run for one year from the date of execution and will be renewable annually.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Social Security Number

**Verity Asset Management, by:**

\_\_\_\_\_  
Signature of Executive Officer

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Print Name



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VERITY ASSET MANAGEMENT DBA ENCOMPASS MORE  
280 S. MANGUM STREET, SUITE 550 | DURHAM, NC 27701

### INVESTMENT ADVISORY REPRESENTATIVE ACKNOWLEDGEMENT

I hereby acknowledge that I have received, read, and fully understand each of the following policies and procedures documents. I have, in addition, participated in training covering each of the following on \_\_\_\_\_ (date) and agree to abide by their provisions:

1. The Verity Asset Management, Inc. IA Policies and Procedures manual, including:
  - a. The Code of Ethics
  - b. Gifts and Gratuities policy – I have reported all applicable gifts and entertainment during the past 12 months on the quarterly Gift Log.
  - c. Social Media policy – I have not communicated or posted any information for business purposes on social networking sites without approval.
2. The Verity Asset Management, Inc. Anti-Money Laundering Program.
3. The Verity Asset Management, Inc. Business Continuity Plan.

I further acknowledge the following:

- I do not at present and will not in the future maintain any personal non-public client information on any portable device, including but not limited to cellular phones and laptop computers. I assume full personal liability for any loss or expense incurred by the firm for any violation of this policy.
- I will not use text messaging for business purposes with persons inside or outside of the firm unless I have enrolled in an archiving service approved by the firm. If in receipt of an incoming business-related text, my only response will be to “Please check email, as I am not permitted for regulatory reasons to respond via text for business purposes.”
- I am personally responsible for maintaining complete and accurate disclosures of required personal and firm information on all outgoing email from any computer or device.
- I understand and agree that violation of any of the firm’s policies and procedures may subject me to disciplinary action including but not limited to fines and/or suspension of business privileges, including loss of rights to compensation during any periods of suspension.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



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280 S. MANGUM STREET, SUITE 550 | DURHAM, NC 27701

## COMPANY E-MAIL POLICY ACKNOWLEDGEMENT

I understand and agree to abide by the following policies and procedures regarding e-mail correspondence with the public:

1. Individual e-mail is subject to all of the same regulatory considerations as written forms of public correspondence.
2. E-mail to more than one person falls under the definition of 'sales literature' and as such it is subject to all of the same regulatory considerations as printed sales literature.
3. Associated persons are prohibited from conducting any e-mail communication in the conduct of their business association with Encompass More from any address other than their assigned [encompassmore.com](mailto:encompassmore.com) e-mail address. Any incoming e-mail from clients directed to an address other than the assigned [encompassmore.com](mailto:encompassmore.com) address is to be forwarded immediately to the Compliance Officer at the designated e-mail address, and any reply must be initiated from the assigned [encompassmore.com](mailto:encompassmore.com) e-mail address. The use of any electronic device for the purpose of e-mail communication is prohibited unless both incoming and outgoing correspondence is captured by the firm's e-mail retention system.
4. Any customer complaint received by an individual via e-mail is subject to the same procedures applicable to written customer complaints.
5. E-mail is subject to random review by the Compliance Officer.
6. Certain individuals, such as persons new to the firm, persons inexperienced in the field of securities, or individuals who demonstrate a pattern of correspondence that is of regulatory concern, in the sole judgment of the Compliance Officer, may be required to submit all e-mail for pre-approval before forwarding to clients.
7. Instant messaging and text messaging for business purposes are prohibited.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

DOC 1.5

Rev. 10.2018





Encompass More, a Division of Verity Asset Management  
Encompass Investments, a Division of Verity Investments, Inc.

## ADVISER / REPRESENTATIVE ATTESTATION

### BUSINESS ACTIVITIES

The following is a list of all business activities in which I am currently involved or for which I receive compensation.

COMPANY/ACTIVITY	POSITION	DESCRIPTION	HOURS/WK	
ENCOMPASS MORE				<input type="checkbox"/> SALARY <input checked="" type="checkbox"/> FEES
				<input type="checkbox"/> SALARY <input type="checkbox"/> COMMISSION
				<input type="checkbox"/> SALARY <input type="checkbox"/> COMMISSION
				<input type="checkbox"/> SALARY <input type="checkbox"/> COMMISSION

Describe any client overlap between any outside business activity and Encompass More or Encompass Investments:

### BROKERAGE ACCOUNTS

The following is a list of all brokerage accounts open in my name, the name of my spouse, any members of my immediate family living in my house, or any other account under my direct or indirect control. I understand I must have the firm's **prior written approval** to open an account. This does not include UITs, mutual funds or variable contracts.

NAME OF BROKERAGE FIRM	ACCOUNT NUMBER*	MAILING ADDRESS

**\*Submit Copies of Current Account Statements for All Accounts**

### OWNERSHIP OR DIRECTORSHIPS

The following is a list of all companies in which I am a partial owner, officer or director, or own more than 5% of the stock.).

COMPANY	TITLE	% OWNERSHIP

### AFFIRMATIONS

I acknowledge that I have read and agree to abide by the complete policies and procedures of Encompass More/Verity Asset Management, as pertinent, including the provisions on Insider Trading and Political Contributions. I further acknowledge that I have disclosed all gifts and gratuities given to any party in the past year in conjunction with the business of Encompass More.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Internal Use Only:

Prior Attestation Reviewed: \_\_\_\_\_

Current CRD Report Reviewed: \_\_\_\_\_

Form ADV Part 2B Reviewed: \_\_\_\_\_



VERITY ASSET MANAGEMENT DBA ENCOMPASS MORE  
280 S. MANGUM STREET, SUITE 550 | DURHAM, NC 27701

## DIRECT DEPOSIT AUTHORIZATION

**NOTE:** All payments to you from **Verity Asset Management DBA Encompass More, or other related Verity corporate entity**, will be deposited into the same account at your financial institution. Verify with your financial institution on your pay date that your direct deposit has gone into effect – the institution name will not appear on your earnings statement.

Background Information	
Full Legal Name:	Telephone Number: (    )    -
Street Address:	Fax Number: (    )    -
City, State, Zip Code:	E-mail Address:
Social Security Number:	
Financial Institution	
Bank Name:	Branch:
Routing Transit Number:	Customer Account Number:
Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Deposit Type: <input type="checkbox"/> Balance <input type="checkbox"/> Flat Amount: \$ _____ <input type="checkbox"/> Percentage of Net Pay _____ %
Signature and Authorization	
I authorize <b>Verity Asset Management DBA Encompass More</b> to initiate credit and, if necessary, debit entries and adjustments for any credit entries in error, directly to the bank account(s) indicated above and to correct any errors that may occur from these transactions. I also authorize the financial institution to credit or debit these amounts from these accounts. This authorization will remain in force until the <b>Verity Asset Management DBA Encompass More</b> receives written notice from me to cancel or change this authorization and has a reasonable opportunity to act on it.	
Signature:	Date:

**NOTE:** After providing authorization for direct deposit, all funds specified will be deposited directly to your bank account unless this agreement is terminated or amended by written notification. It is the employee's responsibility to

notify the offices above in writing. If a change to your bank account occurs without **Verity Asset Management DBA Encompass More** receiving written notification, a delay in the receipt of funds will occur (up to 30 business days). If funds are direct deposited to your account in error, **Verity Asset Management DBA Encompass More** may initiate a debit transaction against the account to recover/remove the funds.

**It is the recipient's responsibility to ensure that funds are in the bank prior to any withdrawal.**

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Cancellation	
EFFECTIVE DATE:	
I hereby cancel the authorization for <b>Company Name</b> to originate direct deposit entries to my checking/savings account(s).	
Signature:	Date:

**\*\*Attach a voided check or copy of a check for checking account\*\*  
DO NOT ATTACH A DEPOSIT SLIP.**



## DISCLOSURE AND AUTHORIZATION

[IMPORTANT -- PLEASE READ CAREFULLY  
BEFORE SIGNING AUTHORIZATION]

DISCLOSURE REGARDING BACKGROUND INVESTIGATION  
**ORDER NUMBER:**

**FAX: 910.343.9731**

Company Name:

CAC:

(“the Company”) may obtain information about you for employment purposes from a third party consumer reporting agency. Thus, you may be the subject of a “consumer report” and/or an “investigative consumer report” which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records (“driving records”), verification of your education or employment history, or other background checks. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history conducted by **CastleBranch, 1845 Sir Tyler Drive, Wilmington, NC 28405, 888-723-4263**, or another outside organization. The scope of this notice and authorization is all-encompassing, however, allowing the Company to obtain from any outside organization all manner of consumer reports and investigative consumer reports now and throughout the course of your employment to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

New York and Maine applicants or employees only: You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly. You may also contact the Company to request the name, address, and telephone number of the nearest unit of the consumer reporting agency designated to handle inquiries, which the Company shall provide within 5 days.

New York applicants or employees only: Upon request, you will be informed whether or not a consumer report was requested by the Company, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.

Oregon applicants or employees only: Information describing your rights under federal and Oregon law regarding consumer identity theft protection, the storage and disposal of your credit information, and remedies available to you should you suspect or find that the Company has not maintained secured records is available to you upon request.

Washington State applicants or employees only: You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

### ACKNOWLEDGEMENT AND AUTHORIZATION

I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of “consumer reports” and/or “investigative consumer reports” by the Company at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by **CastleBranch, 1845 Sir Tyler Drive, Wilmington, NC 28405, 888-723-4263**, another outside organization acting on behalf of the Company, and/or the Company itself. I agree that a facsimile (“fax”), electronic or photographic copy of this Authorization shall be as valid as the original.

New York applicants or employees only: By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.

Minnesota and Oklahoma applicants or employees only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company. ☐

California applicants or employees only: By signing below, you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law. ☐

Last Name\_\_\_\_\_First\_\_\_\_\_Middle\_\_\_\_\_Suffix\_\_\_\_\_

Other Names/Maiden/Alias\_\_\_\_\_

Social Security\*#\_\_\_\_\_Date of Birth\*\_\_\_\_\_(mo/day/year)

Driver's License#\_\_\_\_\_State\_\_\_\_\_

Phone#\_\_\_\_\_

Email\_\_\_\_\_

Present Address\_\_\_\_\_

City\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_\_

County\_\_\_\_\_

\*This information will be used for background screening purposes only and will not be used as hiring criteria.

[Note: If you do business in Utah, you cannot ask for DOB, driver's license, or SSN until either a confidential offer of employment or at the time the background report will be run.]

Applicant Signature:\_\_\_\_\_Date:\_\_\_\_\_

For Employer Use Only: Please mark (✓) the searches to be conducted.

Contact:\_\_\_\_\_Email:\_\_\_\_\_

Phone:\_\_\_\_\_Fax:\_\_\_\_\_

☐☐☐☐

**NOTICE REGARDING BACKGROUND INVESTIGATION  
PURSUANT TO CALIFORNIA LAW**

( " t h e Company") intends to obtain information about you for employment purposes from a consumer reporting agency. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), you, including but not limited to obtaining a criminal record report, verifying references, work history, your social security number, your educational achievements, licensure, and certifications, your driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making employment decisions. The source of any investigative consumer report (as that term is defined under California law) will be **CastleBranch, 1845 Sir Tyler Drive, Wilmington, NC 28405, 888-723-4263**. The source of any credit report will be **CastleBranch, 1845 Sir Tyler Drive, Wilmington, NC 28405, 888-723-4263**. The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy be sent to a specified addressee by certified mail. ICRAs complying with requests for certified mailing shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRAs.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identify

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.

## Notice Regarding Credit Checks:

Pursuant to Section 1024.5 of the California Labor Code, the Company informs you that it may obtain a credit report about you from the above named entity, because you are seeking to work in the following position:

- ☐ An employee covered by the executive exemption set forth in subparagraph (1) of paragraph (A) of Section 1 of Wage Order 4 of the Industrial Welfare Commission;
- ☐ A position in the state Department of Justice;
- ☐ A sworn peace officer or other law enforcement;
- ☐ A position for which the information contained in the report is required by law to be disclosed or obtained;
- ☐ A position that involves regular access to specified personal information for any purpose other than the routine solicitation and processing of credit card applications in a retail establishment, such as bank or credit card account information, social security number, or date of birth;
- ☐ A position which the person can enter into financial transactions on behalf of the Company;
- ☐ A position that involves access to confidential or proprietary information;
- ☐ A position that involves regular access to \$10,000 or more of cash; OR
- ☐ The Company will not obtain a consumer credit report on you.
- ☐ The Company is subject to 15 U.S.C. Sec. 6801-6809, the Gramm-Leach-Bliley Act and Section 1024.5 of the California Labor Code does not apply.

## NOTICE REGARDING CREDIT CHECKS PER VERMONT LAW

Pursuant to Vermont Act No. 154 (S. 95), the Company informs you that it may obtain a credit report about you, for the following reason(s):

- ☐ The information is required by state or federal law or regulation;
- ☐ You seek to be/are employed in a position that involves access to "confidential financial information" (defined as "sensitive financial information of commercial value that a customer or client of the employer gives explicit authorization for the employer to obtain, process, and store and that the employer entrusts only to managers or employees as a necessary function of their job duties");
- ☐ The Company is a financial institution as defined in 8 V.S.A. §11101(32) or a credit union as defined in 8 V.S.A. §30101(5);
- ☐ You seek to be/are employed in a position as a law enforcement officer, emergency medical personnel or firefighter as these terms are respectively defines in 20 V.S.A. §2358, 24 V.S.A. §2651(6) and 20 V.S.A. §3151(3)
- ☐ You seek to be/are employed in a position that requires a financial fiduciary responsibility to the Company or a Company's clients, including the authority to issue payments, collect debts, transfer money or enter into contracts;
- ☐ You seek to be/are employed in a position that involves access to the Company's payroll information;
- ☐ The Company can demonstrate that credit information is a valid and reliable predictor of employee performance in the your specific position of employment;
- ☐ The Company will not obtain a consumer credit report on you.

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identity theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed



or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

**TYPE OF BUSINESS:**

- 1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.
- b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:
2. To the extent not included in item 1 above:
  - a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks
  - b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act
  - c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations
  - d. Federal Credit Unions
3. Air carriers
4. Creditors Subject to Surface Transportation Board
5. Creditors Subject to Packers and Stockyards Act, 1921
6. Small Business Investment Companies
7. Brokers and Dealers
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

**CONTACT:**

- a. Consumer Financial Protection Bureau  
1700 G Street NW  
Washington, DC 20552
- b. Federal Trade Commission: Consumer Response Center – FCRA  
Washington, DC 20580  
(877) 382-4357
- a. Office of the Comptroller of the Currency  
Customer Assistance Group  
1301 McKinney Street, Suite 3450  
Houston, TX 77010-9050
- b. Federal Reserve Consumer Help Center  
P.O. Box 1200  
Minneapolis, MN 55480
- c. FDIC Consumer Response Center  
1100 Walnut Street, Box #11  
Kansas City, MO 64106
- d. National Credit Union Administration  
Office of Consumer Protection (OCP)  
Division of Consumer Compliance and Outreach (DCCO)  
1775 Duke Street  
Alexandria, VA 22314  
Asst. General Counsel for Aviation Enforcement & Proceedings  
Aviation Consumer Protection Division  
Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
Office of Proceedings, Surface Transportation Board  
Department of Transportation  
395 E Street S.W.  
Washington, DC 20423
- Nearest Packers and Stockyards Administration area supervisor
- Associate Deputy Administrator for Capital Access  
United States Small Business Administration  
409 Third Street, SW, 8th Floor  
Washington, DC 20416  
Securities and Exchange Commission  
100 F St NE  
Washington, DC 20549  
Farm Credit Administration  
1501 Farm Credit Drive  
McLean, VA 22102-5090  
FTC Regional Office for region in which the creditor operates or  
Federal Trade Commission: Consumer Response Center – FCRA  
Washington, DC 20580  
(877) 382-4357