

# CheckFundManager.com

Check Fund Manager, LLC  
365 Willard Ave., #2C  
Newington, CT 06111 USA  
(860) 666-9595  
(860) 666-2666 (fax)



## **Professional Services Agreement for Pre-Employment Background Checks**

This Professional Services Agreement for Pre-Employment Background Checks (“Agreement”) is entered into by and between CheckFundManager, LLC (“CFM”) and \_\_\_\_\_, (“Customer”) and is effective as of \_\_\_\_\_, 2009.

### **Client Information:**

Business Type: (Circle one) Fund of Funds, Hedge Fund, Capital Lender, Endowment Fund, Family Office, Investment Advisor, Pension Fund, Private Equity Fund, Private Investor, Attorney', Other \_\_\_\_\_

Incorporated in the state of: \_\_\_\_\_ How many years in business? \_\_\_\_\_

\_\_\_\_\_  
Physical Street Address City State Zip Code

\_\_\_\_\_  
Billing Address (if different) City State Zip Code

Main Telephone :(\_\_\_\_\_) \_\_\_\_\_ How long at current location? \_\_\_\_\_

Fax Number:(\_\_\_\_\_) \_\_\_\_\_ Website: http:// \_\_\_\_\_

WHEREAS, Customer desires to purchase Consumer Reports and Investigative Consumer Reports, as defined in the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transaction Act (“FCRA”) (“Reports”) from CFM to assist it in evaluating prospective employees; and

WHEREAS, CFM agrees to provide such Reports to Customer, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, CFM and Customer agree as follows:

## 1. Services

CFM shall provide the Reports requested by Customer and described in Schedule A, subject to Customer's agreement that it shall have demonstrated a "Permissible Purpose" under the FCRA. CFM's delivery of such Reports shall be deemed completed upon its emailing of such Reports to Customer or posting of such Reports on its secure website.

## 2. Fees

Fees will be payable for each Report provided to Customer in accordance with the price as ordered or as otherwise provided to Customer by CFM at the time of ordering. Fee amounts are set forth on Schedule I and are for illustrative purposes only. CFM will invoice Customer monthly, and full payment is due in thirty (30) days. For invoices that remain unpaid after thirty (30) days, interest will accrue at a rate equal to the lesser of (a) 1.5% per month or (b) the maximum permitted by law.

## 3. Obligations of CFM

- (a) CFM will perform duties related to the provision of services hereunder in compliance with applicable federal, state and local laws, including but not limited to, the FCRA, the Gramm-Leach-Bliley Act ("GLB"), the Federal Drivers privacy Protection Act ("FDPPA"), Title VII of the Civil Rights Act of 1991, and the Fair Labor Standards Act.
- (b) CFM will conduct searches as specified by the Customer, subject to the availability of relevant records, any reporting limitations under state or federal law, and Section 10(c) of this Agreement.
- (c) CFM will disclose, upon request from the consumer, who is the subject of a Report, the information reported therein (the "Information"); will reinvestigate any information disputed by the consumer at no charge to the Customer; and will take appropriate corrective action with the consumer and the Customer.

## 4. Obligations of Customer

- (a) Customer agrees that Reports may only be requested by duly authorized individuals listed on Schedule B.
- (b) Customer will ensure that Reports and Information derived therefrom are only distributed to its personnel, service providers or attorneys who have a substantial "need to know", and the contents of such Reports will not be disclosed to third parties except (i) in accordance with this Agreement, (ii) pursuant to the FCRA, (iii) with written permission of the subject of such Report, or (iv) if required in a judicial, legislative or administrative proceeding or by a governmental or regulatory agency.

- (c) Customer shall be solely responsible for any actions that it takes based on Reports provided by CFM, and it shall defend, indemnify and hold CFM and/or its subcontractors and their respective employees, officers, directors, managers and agents (collectively, "CFM Representatives") harmless from any and all losses, claims, demands, liability, causes of action, judgments, costs and attorneys' fees ("Losses") arising out of this Agreement, except to the extent that CFM and/or CFM Representatives are grossly negligent, engage in willful misconduct, or materially breach this Agreement, including any such Losses resulting from the disclosing, publishing or dissemination by Customer, its employees, officers, directors or agents, of any Information or Reports provided by CFM where such disclosing, publishing or dissemination is contrary to the terms of this Agreement, or applicable laws or regulations.
- (d) Customer shall not use the Information and Reports provided to it by CFM under this Agreement for any purpose or in any manner that would violate the provisions of the FCRA, the GLB or the FDPPA, or any similar statute, rule or regulation.
- (e) Customer will provide a properly completed copy of Schedule C (indicating those permissible purposes for which Reports are requested under this Agreement) signed by a duly authorized representative of Customer in connection with any request for motor vehicle records subject to the FDPPA.
- (f) Customer hereby (a) acknowledges that if the Information and/or Reports are used for any improper reason, either by Customer's personnel or any unauthorized person who is granted access to them, Customer, not CFM, will be held responsible for any improper use, and (b) agrees that it will not sell the Report(s) to any consumer directly or indirectly.
- (g) Customer will provide CFM with a properly completed copy of Schedule D, Certification of Compliance, signed by a duly authorized representative of Customer in order to certify compliance with the requirements of the FCRA and other applicable state and federal law, including any equal employment law.

## 5. Confidentiality

Customer agrees that any CFM software, computer process(es), and system(s) of operation(s) is confidential and proprietary to CFM. CFM agrees that the subjects and purposes of Customer's searches are confidential information for Customer. Each party acknowledges that a breach of confidentiality shall cause irreparable damage to the other party, the exact amount of which shall be difficult to ascertain, and that the remedies at law for any such breach may be inadequate.

Accordingly, each party agrees that if it breaches the restrictions against disclosing confidential information, then the other party shall be entitled to seek injunctive relief.

## 6. Violations of the FCRA

Any violation by the Customer of the FCRA or any other applicable law with respect to requests for, use of, or dissemination of Information and Reports provided by CFM to Customer, will

result in the suspension of CFM's services hereunder. Such violations will include but not be limited to:

- (a) Requesting a Report without a permissible purpose. (Customer understands that any person who obtains a Report under false pretenses is subject to a maximum sentence of two years imprisonment and/or a fine under Title 18, USC.)
- (b) Failure to disclose to a consumer if a Report was instrumental in the decision not to employ the consumer.

## 7. Warranty

Customer understands and agrees that CFM and its subcontractors neither warrant nor authenticate the reliability of the Information and Reports provided by CFM hereunder. Customer accepts any data provided "as is" without any warranties of merchantability or fitness for any purpose, express or implied, except that the information has been accurately reported from the source. CFM and its subcontractors hereby disclaim any assurances or guaranty regarding the correctness, completeness, or currency of such data or information and disclaim any warranty, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose of the services provided hereunder or the components thereof.

## 8. Limitation of Liability

Notwithstanding the foregoing, in the event that CFM or its subcontractors are deemed liable in any manner, whether based on contract, warranty, negligence or otherwise, CFM and Customer agree that the limitation of CFM's and such subcontractor's total liability to Customer under this Agreement shall be the return of fees paid by Customer to CFM for the data or information provided to which such finding of liability relates. CFM and its subcontractors shall not be liable to Customer for any other damages, whether exemplary damages, punitive damages, or consequential damages, or any other costs and expenses, regardless of the cause or the foreseeability of the damages.

## 9. Term and Termination

This Agreement shall be for an initial term of one (1) year and shall automatically renew for successive one (1) year renewal terms. This Agreement may be terminated by either CFM or the Customer by (i) either party providing written notice of its intent to terminate or not renew at least ninety (90) days prior to the expiration date of the applicable term, or (ii) the admission by either party of bankruptcy or declaration of insolvency, or (iii) the failure of either party to substantially comply with any applicable regulation, rule or law, or (iv) a material violation of any term of this Agreement.

## 10. General Provisions

- (a) Notice

All notices or other communications shall be in writing and be delivered in person, or sent by certified mail, return receipt requested, overnight express delivery service, facsimile or email to such addresses or numbers as may be stipulated in writing by the parties to this Agreement. Unless otherwise specified, notice will be effective on the date it is officially recorded as delivered by return receipt or equivalent or by facsimile confirmation date.

(b) Entire Agreement; Partial Invalidity; Modification of Agreement

Except as otherwise provided herein, this Agreement, along with any attachments hereto, constitutes the entire agreement between CFM and Customer and supersedes all prior agreements and understandings, whether written or oral. If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions as to which it is not held to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforced to the fullest extent permitted by law. This Agreement may be modified or amended in writing by mutual consent.

(c) No Waiver; Force Majeure

The failure of one party to require the other to perform hereunder shall not affect the first party's right to require such performance thereafter, nor shall the waiver by either party of a breach of any Agreement provision be deemed a waiver of any succeeding breach of that provision or a waiver of the provision itself. Neither party shall be liable to the other party for any breach or non-performance of any obligation provided under this Agreement arising from any event of "Force Majeure" which shall include, without limitation, acts of God, strikes, lockouts, riots, insurrections, civil disturbances, sabotage, embargoes, blockades, acts of war, acts of terrorism, communication line failures, power failures, fires, explosions, floods, earthquakes or other natural or man-made disasters.

(d) Governing Law

This Agreement shall be governed in accordance with the laws of the State of New York without regard to its conflict of laws rules.

(e) Attorney's Fees

Should any court action be filed by either party as the result of an alleged breach of any term of this Agreement, each party shall pay its own attorney's fees and costs.

(f) Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective permitted assigns and successors in interest.

(g) No Third Party Beneficiaries

The provisions of this Agreement are intended solely for the benefit of the parties hereto and their permitted successors and assigns, and it is not the intention of the parties to confer rights as a third party beneficiary of this Agreement upon any other person.

(h) Survival

Provisions of this Agreement relating to confidentiality, warranties or the disclaimer thereof, payment of fees, certifications by Customer, limitations of liability, compliance with the FCRA and other applicable law, and indemnification shall survive the termination of this Agreement.

IN WITNESS WHEREOF, CFM and Customer have caused this Agreement to be executed on their respective behalves by their duly authorized officers or representatives.

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

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

Duly Authorized Officer of the Client

\_\_\_\_\_  
Print Your Name and Title Here

\_\_\_\_\_  
Print Client Name Here

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

Guy Simonian, CEO Check Fund Manager, LLC

# CheckFundManager.com

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## **Schedule A**

### **Reports**

#### Consumer Credit Report (Employment)

This service represents an individual's credit history and may provide information such as places of employment or prior addresses, credit account types, terms, amounts past due, loan types, balances, public records, high credit, dates opened and closed, payment patterns, credit limits and modes of payment. (Source is Equifax.)

#### County Civil Records

This search provides civil suits filed by or against an individual or corporation in the county of the state where the suit was filed. CFM will provide a summary of the complaint and the final order, or if a case is pending, a summary of the status of the suit. Courts often record Civil Records by name match only.

#### County Criminal

This search may provide felony and/or misdemeanor arrests/convictions located at the county level of the state in which the charge was brought and tried. Each jurisdiction is different and some report misdemeanor and felony arrests/convictions out of different courts. Additionally, state laws may affect the reporting of arrest records, non-convictions and/or how far back records may be reported. Examples of criminal records include theft, assault and robbery.

#### Driving Record

The driving record (motor vehicle record) will verify the driver's license number, state of issuance, and may provide information such as full name and physical description, as well as moving traffic violations and accidents.

#### Educational Verification

CFM contacts institutions where degrees were attempted or received and will report dates of attendance, major or course of study and other available information.

#### Employment / Verification – HR

CFM will certify dates of employment, position, duties, eligibility for rehire, salary, attendance, and performance. The source is always the Human Resources Department of the prior employer.

## **Schedule A (Continued)**

### **Reports**

#### **Federal Criminal**

This search is conducted through the Federal District Court and may include federal offenses such as bank robbery, embezzlement, tax evasion, mail fraud, or crimes occurring across state lines.

#### **Office of Foreign Assets Control**

This research is provided by the Treasury Department, which administers and enforces economic and trade sanctions. These sanctions apply to targeted foreign countries and individuals, terrorism sponsoring organizations and international narcotics traffickers based on US foreign policy and national security goals as established by the Department of State.

#### **Sex Offender Registry**

This is a search of a State's registered sex offenders. This service is not available in all states and is often a name only search.

#### **Social Security Number Trace & Address Locator Database**

This search may determine the following information:

- (a) Name and name variations used by the individual- maiden, divorced or previous names
  - (b) Other names associated with that SSN
  - (c) Current and former address(es) associated with that SSN
- Date of birth (may be limited to month and/or year of birth)

#### **State Criminal**

A statewide search for felony and/or misdemeanor convictions where available.

Note: Not all States offer an official statewide service, and some states do not have complete records due to reporting delays or exemptions. CFM will report whatever is contained in the state database that is not barred by the FCRA or State reporting laws.

#### **US Criminal Records**

US Criminal Records search is a database search comprised of millions of records and information from the Department of Public Safety, the Department of Corrections, the Administrative Office of the Courts, the Bureau of Criminal Apprehension, and/or the Department of Criminal Justice and other applicable government agencies, where available.

**Schedule B**

**Authorized Personnel**

1. Customer agrees that the following person shall be designated as the Authorized Contact for purposes of this Agreement on behalf of Customer.

\_\_\_\_\_  
Name Phone

E-mail address: \_\_\_\_\_

2. Customer authorizes the following individual(s) to request Reports from CFM under this Agreement.

\_\_\_\_\_  
Name Phone

E-mail address: \_\_\_\_\_

\_\_\_\_\_  
Name Phone

E-mail address: \_\_\_\_\_

\_\_\_\_\_  
Name Phone

E-mail address: \_\_\_\_\_

3. Customer shall immediately notify CFM in writing if (a) any of the Authorized Personnel identified above cease to have the authority described above or (b) additional personnel are given authority to request Reports hereunder.
4. Unless and until this Schedule B is amended by Customer, or other written notice is provided to CFM by Customer, any request for Reports which CFM receives from the individual(s) listed above shall be valid and binding upon Customer.

\_\_\_\_\_  
Authorized Customer Representative

\_\_\_\_\_  
Date

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## Schedule C

### Permissible Uses - DVM Records

Pursuant to the Drivers Privacy Protection Act, 18 U.S.C. § 2721, the following business reasons are permissible purposes for which access to DMV records is allowed. Please circle the reasons that apply to Customer:

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
  - (a) To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
  - (b) If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt of security interest against the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution of enforcement of judgments and orders, or pursuant to an order of a Federal, State or local court.
5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.

**Schedule C (Continued)**

**Permissible Uses - DVM Records**

6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1988. For drivers other than CDL license holders, you must have written permission on file from that individual.
10. For use in connection with the operation of private toll transportation facilities.
11. For bulk distribution for surveys, marketing or solicitations if the motor vehicle department has implemented methods and procedures to ensure that:
  - (a) Individuals are provided an opportunity, in a clear and conspicuous manner, to prohibit such use; and
  - (b) The information will be used, rented or sold solely for bulk distribution for surveys, marketing, and solicitations will not be directed at those individuals who have requested in a timely fashion that they not be directed at them.
12. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
13. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

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Authorized Customer Representative

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Date



## Schedule D

### Certification Of Compliance

1. In accordance with the FCRA, Customer warrants and certifies as follows:
  - (a) Customer will not request or obtain a Report from CFM unless, on each occasion:
    - (i) Customer has provided the subject of the Report with a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a Consumer and/or an Investigative Consumer Report may be obtained for employment purposes and that, if an Investigative Consumer Report is requested, that he/she has the right to request disclosure of the nature and scope of the investigation; and
    - (ii) Customer has (1) obtained a written authorization from the subject specifically authorizing the procurement of a Consumer Report and/or an Investigative Consumer Report by the Customer substantially in the form shown on Schedule E and (2) provided a copy of such written authorization to CFM. Customer must retain that authorization for a minimum of two (2) years.
  - (b) Before taking any adverse action based in whole or in part on a Report, Customer shall provide (with a letter substantially in the form of Schedule F) the following to the subject of the Report:
    - (i) A copy of the Consumer Report and/or Investigative Consumer Report; and
    - (ii) A description in writing of the rights of the consumer under the FCRA, substantially in the form shown on Schedule G.
  - (c) Should any Customer take adverse action against a subject based in whole or in part on a Report, Customer shall provide the subject, in a letter substantially in the form of Schedule H, with CFM's name, address and telephone number, and a statement to the effect that CFM did not make the decision to take adverse action, and CFM is unable to provide the subject with specific reasons why the adverse action was taken.

**Schedule D (Continued)**

**Certification Of Compliance**

- (d) Customer also certifies and agrees that it will not use any CFM-provided Consumer Report or Investigative Consumer Report in violation of any applicable state or federal equal employment opportunity law or regulation.
  - (e) Customer shall not transfer any Report to a third party without the written consent of the consumer.
  - (f) Customer shall limit access to Reports to an “as needed” basis and shall maintain a written record of who has access to reports, which written record shall be subject to audit under Section 5 of this Agreement.
2. Prior to ordering a Consumer Report on a Vermont resident, Customer certifies that it shall comply with the Vermont Fair Credit Reporting Act, 9 V.S.A. Section 2480e by securing the written consent of the consumer.
  3. With respect to consumers that are California residents, Customer certifies that, prior to ordering an Investigative Consumer Report as defined in the California Investigative Consumer Reporting Agencies Act, as amended (California Civil Code Sections 1786 et seq.) or any successor provisions of similar effect, Customer will notify the consumer in writing that an Investigative Consumer Report regarding the consumer’s character, general reputation, personal characteristics and mode of living will be made. Such notification shall include the name and address of the consumer-reporting agency conducting the investigation, the nature and scope of the investigation requested, and a summary of the provisions of the Section 1786.22 of the California Civil Code.
  4. Customer hereby authorizes CFM to procure all requested Reports on Customer’s behalf and certifies that it (a) has read and understands the Fair Credit Reporting Act Summary, (b) will comply with all federal, state and local statutes, regulations and rules applicable to Customer, including, without limitation, the FCRA, and (c) will only utilize the information in the Reports for employment decisions (including hiring and promotion) in full compliance with the FCRA and not for any other purpose.
  5. Customer hereby (a) certifies that it will continuously implement a security access operation in order to maintain the confidentiality of and protect all information and documents that it receives from CFM, and (b) understands that if the information and/or Reports are used for any improper reason, either by Customer’s personnel or any unauthorized person who is granted access to them, Customer, not CFM, will be held responsible for any improper use, and (c) certifies that it will not sell the Report(s) to any consumer directly or indirectly.

\_\_\_\_\_  
Authorized Customer Representative

\_\_\_\_\_  
Date

**Schedule E**

**Applicant Authorization and Release for the Procurement of a  
Consumer and/or Investigative Consumer Report**

In consideration of \_\_\_\_\_'s (Company Name) review of my credentials, (herein referred to as **Company**) I hereby voluntarily consent to and authorize **Company**, or its authorized agents bearing this release or copy thereof, to obtain a consumer report. I agree that this consumer report may include any of the following:

- Employment Verification, Education Verification, Credentials Verification
- Personal Identity Verifications, Past Employment Verification, Reference Checks
- Criminal Records, Civil Cases, Motor Vehicle Records, Credit Report

I authorize all persons and organizations that may have information relevant to this research to disclose such information to **Company** or its authorized agents. I hereby release **Company**, its authorized agents, and all persons and organizations providing information from all claims and liabilities of any nature in connection with this research. I hereby further authorize that a photocopy of this authorization may be considered as valid as the original.

I understand that I have specific prescribed rights as a consumer under the federal Fair Credit Reporting Act ('FCRA'), and may have additional rights under relevant state law. I hereby certify that I am aware of my rights as a consumer under the Fair Credit Reporting Act.

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Signature of applicant & date

---

Current address

---

Printed name

---

Date of birth

---

Social Security number

---

Drivers license # & state (if requested)

**Schedule F**

**Sample Pre-Action Letter**

Dear:

Enclosed is a copy of your background check report, which we received from Check Fund Manager, LLC. You were given notice at the time you applied for a job with \_\_\_\_\_ that a background check would be performed as a part of the application process. You also signed a Notice/Authorization/Release for \_\_\_\_\_ and Check Fund Manager, LLC to conduct a background check.

A copy of the background check and a description of your rights, which are federally mandated under the Fair Credit Reporting Act, are attached for your review. If there are any inaccuracies, incomplete information or if you dispute any of the information reported, please contact Check Fund Manager, LLC.

Check Fund Manager, LLC  
365 Willard Ave., Suite 2C  
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(860) 666-2666 (fax)

\_\_\_\_\_ will not take any action on your application for five (5) business days based on the information contained in your attached background report until one of the following occurs:

1. You contact CheckFundManager LLC at the above address/number within 5 business days from the date this letter was mailed to you to seek a reinvestigation, or
2. You withdraw your application with \_\_\_\_\_ prior to the fifth business day directly.

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(Customer Name/Address/Date)

## **Schedule G**

### **Consumer Summary**

#### **For Inquiries Concerning This Report**

If you dispute the accuracy or completeness of any of the information contained in the Report, you have the right to request a reinvestigation by Check Fund Manager, LLC, unless your dispute is frivolous. Check Fund Manager, LLC must give you a written report of the reinvestigation and a copy of your report if the reinvestigation results in any change. If Check Fund Manager, LLC 's reinvestigation does not resolve your dispute, you may add a brief statement to your file at:

Check Fund Manager, LLC  
365 Willard Ave., Suite 2C  
Newington, CT 06111

#### **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.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, DC 20580.

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 identify 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

## **Schedule G (Continued)**

### **Consumer Summary**

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.ftc.gov/credit](http://www.ftc.gov/credit) 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.ftc.gov/credit](http://www.ftc.gov/credit) 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.ftc.gov/credit](http://www.ftc.gov/credit).

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 1-888-5-OPTOUT (1-888-567-8688).

## **Schedule G (Continued)**

### **Consumer Summary**

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.ftc.gov/credit](http://www.ftc.gov/credit).

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.

## Schedule H

### Sample Adverse Action Letter

#### Adverse Action Notification

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

Applicant Name

Address

City, State Zip

Dear Applicant:

We regret to inform you that we are unable to consider you further for employment within our company. This decision was made in part from the information we received from Check Fund Manager, LLC, our pre-employment screening provider.

In accordance with the Fair Credit Reporting Act, you have previously received a copy of this information and a copy of your rights under the Act. You also have the right to obtain an additional free copy of the report within 60 days of your receipt of this letter by contacting the provider at the addresses and telephone numbers below. Please refer to this report if you have further questions.

You have the right to dispute the accuracy or completeness of the information contained in the report by contacting Check Fund Manager, LLC. Check Fund Manager, LLC did not make this employment decision and is unable to provide you with the specific reasons for your not being hired. [If the report is a credit report, you may contact the credit bureau that furnished the report.]

Check Fund Manager, LLC  
365 Willard Ave., Suite 2C  
Newington, CT 06111

[Experian [www.experian.com](http://www.experian.com) (888) 397-3742  
P.O. Box 2350  
Chatsworth, CA 91313

TransUnion – Consumer Relations [www.transunion.com](http://www.transunion.com) (800) 888-4213  
2 Baldwin Place  
P.O. Box 1000  
Chester, PA 19022

Equifax [www.equifax.com](http://www.equifax.com) (800) 685-1111  
P.O. Box 740241  
Atlanta, GA 30374-0241]

# CheckFundManager.com

Check Fund Manager, LLC  
365 Willard Ave., #2C  
Newington, CT 06111 USA  
(860) 666-9595  
(860) 666-2666 (fax)



## Schedule I

2009 Check Fund Manager LLC Prices on 05/15/09

### Background Searches

\*Pre-Employment Basic - \$141.00  
\*Pre-Employment Plus - \$199.00 \*Signed Consent Required  
Business Partner Screening, Basic - \$175.00  
Business Partner Screening, Plus - \$252.00

### Due Diligence Investigations

US or UK Fund Manager Basic - \$305.00  
US or UK Fund Company Basic - \$155.00  
Comprehensive US or UK Company only Due Diligence Report \$310.00  
Comprehensive Manager Only US or UK Due Diligence Report \$610.00  
Comprehensive Company and Manager Due Diligence Report \$920.00  
Hong Kong or Singapore Basic Investigation - \$1000.00

### Background Search Add Ons

\*Credit Check - \$20.00  
\*Driving Records CT, MA, NJ, OK, PA, RI - \$30.00  
\*Driving Records, all other states - \$20.00  
Multiple Employment Verification - \$90.00 Single - \$30.00  
Deluxe Credentials Verification - \$170.00  
Multiple Education Verification - \$50.00 Single - \$25.00  
NY Misdemeanors Search - \$85.00  
Securities Brokers Registrations & Sanctions - \$40.00  
Service Provider (Auditors) Authentication - \$80.00  
Rush This Report - \$75.00

### Court Record Add Ons

Multiple Statewide Criminal History - \$58.00