



This Background Check Services Agreement (this “**Agreement**”) sets forth the service-specific terms under which North Capital Private Securities Corporation (“**NCPS**”), a broker-dealer registered with the U.S. Securities and Exchange Commission and a member of FINRA and SIPC, may provide background check, screening, verification, review and related reporting services to or for a Requestor (as defined below).

[North Capital's Privacy Policy and Notice at Collection](#) and [Website Terms of Use](#), as may be amended from time to time, as posted or made available by North Capital, are incorporated herein by reference and govern website access and use, account credentials, electronic communications and delivery, privacy and data practices, data retention, website security, intellectual property, general website disclaimers and other generally applicable matters. If there is a conflict, this Agreement controls only with respect to the service-specific subject matter addressed herein.

By clicking “**Click to Go to Form**”, “**Login**”, “**Sign In**”, “**Submit**”, “**I Agree**”, “**Continue**” or any similar button or checkbox, creating or using an account, uploading documents, paying a fee, submitting a request, signing a Background Check Authorization or otherwise accessing or using the Service (as defined below), Requestor accepts and agrees to this Agreement as an electronic signature and binding contract.

Defined Terms

1. “**Background Check Authorization**” means any disclosure, authorization, consent, certification, form, notice, release, acknowledgement, instruction or similar record required or requested by NCPS, its vendors, applicable law or Service Materials in connection with the Service.
2. “**Background Check Result**” means any report, summary, status indicator, notification, platform record, risk indicator, verification output, adverse information notice, clearance, exception, finding or other output generated, obtained or provided by NCPS or through a service provider in connection with the Service.
3. “**Losses**” means all claims, demands, actions, investigations, liabilities, damages, losses, judgments, settlements, fines, penalties, assessments, chargebacks, reversals, costs, expenses, taxes, interest, attorneys’ fees, expert fees, court costs, arbitration costs, collection costs and other amounts of any kind, whether direct, indirect, contingent, known, unknown, suspected, unsuspected, accrued or unaccrued.
4. “**NCPS Parties**” means NCPS, North Capital Investment Technology, Inc., their affiliates, parents, subsidiaries, owners, officers, directors, managers, employees, registered representatives, associated persons, agents, contractors, vendors, service providers, successors and assigns.
5. “**Recipient**” means any issuer, sponsor, fund, investment adviser, broker-dealer, placement agent, platform, portal, administrator, employer, counterparty, service provider, regulator, law enforcement authority or other person that receives, reviews, accepts, rejects, processes or relies upon a Background Check Result or Service-related information.
6. “**Requestor**” means the individual or entity (who can also be a Subject Individual) requesting, submitting, authorizing, paying for or otherwise using the Service, submitting a Subject Individual for review, providing documents or information, receiving or directing delivery of a Background Check Result or on whose behalf any of the foregoing occurs, including any issuer, sponsor, fund manager, platform operator, employer, authorized signer, agent, representative, Subject Individual or other principal.
7. “**Service**” means NCPS’s review, screening, processing, communications and related platform administration in connection with background checks, including, as applicable and as authorized, identity, criminal record, sanctions, watchlist, disciplinary, regulatory, professional, employment, education, credential, adverse media, public record, database, fraud-prevention, anti-money laundering and other background-related checks determined by NCPS to be relevant to the requested business, securities, platform, compliance, counterparty, personnel, onboarding, diligence or other purpose.
8. “**Service Materials**” means any instructions, requirements, disclosures, forms, certifications, consents, authorizations, fee schedules, screening standards, documentation requirements, acceptance criteria, expiration periods, platform screens, workflows, notices, communications, reports, Background Check Results and other materials or requirements made available, provided, requested, generated or used by NCPS or through the Service, as updated, supplemented, replaced or withdrawn from time to time.
9. “**Subject Individual**” means the individual whose identity, history, credentials, records, authorizations, consents or other background-related information is submitted to NCPS for review or screening, including any officer, director, manager, employee, contractor, control person, beneficial owner, issuer principal, platform user, investor, applicant, counterparty, representative or other person whose background may be relevant to the Service.

Eligibility, Authority and Binding Effect

1. Requestor represents and warrants that Requestor has full legal capacity, power, authority and right to enter into this Agreement, request the Service, submit Subject Individuals for review, provide all information submitted to NCPS, receive or direct delivery of any Background Check Result and complete any related business, compliance, onboarding, diligence, securities or other transaction activity.
2. If the person accepting this Agreement acts for another person or entity, that person represents and warrants that they are duly authorized to bind that person or entity and each applicable Subject Individual, issuer, sponsor, fund, employer, principal, beneficial owner, account holder and authorized signer to this Agreement. If such authority does not exist, the person accepting this Agreement is personally responsible for all obligations, representations, warranties, releases, indemnities and payment obligations under this Agreement.
3. Requestor acknowledges that the Service is available only where NCPS determines, in its sole discretion, that the request satisfies NCPS’s eligibility, verification, operational, compliance, risk, broker-dealer, recordkeeping, vendor and Recipient-related requirements.

Scope of Service; No Employment, Legal, Tax or Investment Advice

1. NCPS may review identity, authority, consent, authorization, background, employment, education, credential, disciplinary, regulatory, criminal, sanctions, watchlist, public record, database and other information for purposes of performing the Service. NCPS is not obligated to issue, maintain, renew or update any Background Check Result. A Background Check Result speaks only as of the date issued or other stated effective date, and NCPS has no duty to monitor later changes.
2. The Service is limited to background check-related review and reporting by NCPS, using information submitted to NCPS, obtained from service providers or otherwise reviewed by NCPS. The Service does not include legal, tax, accounting, investment, suitability, valuation, underwriting, custody, escrow, transfer-agent, employment-decision, human resources, credit, tenant-screening, insurance-underwriting, issuer, investment advisory, solicitation, recommendation, placement, subscription acceptance, anti-fraud review of an offering or securities offering services.
3. NCPS does not provide legal or compliance advice regarding any background check, authorization, disclosure, notice, adverse action process, employment decision, onboarding decision, business opportunity, transaction, offering, subscription, contract, relationship or use of a Background Check Result. Requestor remains solely responsible for confirming all Recipient, employment, business, securities, legal, privacy, regulatory, contractual and transaction requirements.
4. NCPS does not represent, warrant or guarantee that any Recipient will accept a Background Check Result, approve any Subject Individual, permit any opportunity, complete any transaction, meet any timeline, refrain from imposing additional requirements or satisfy any regulatory, contractual or internal policy requirement by relying on the Service. A Background Check Result reflects only the information reviewed by NCPS or its service



providers for the relevant request and does not guarantee identity for all purposes, character, fitness, trustworthiness, financial condition, suitability, eligibility, absence of criminal or regulatory history, completeness of public records or the merits, legality, enforceability, tax treatment or completion of any underlying transaction or opportunity.

5. NCPS may impose expiration periods, review standards, documentation requirements, purpose-specific limits, Recipient-specific requirements, vendor limits, platform limits or internal risk limits and may decline, suspend, revoke, qualify or condition any request or Background Check Result. A Background Check Result is not an offer or sale of securities or any recommendation with respect thereto.

Requestor Representations, Warranties and Covenants

Requestor represents, warrants, covenants and agrees that, at the time of each request and continuing until the related Background Check Result has expired, been withdrawn or is no longer being relied upon:

1. all information, documents, records, authorizations, consents, signatures, statements, identity credentials, employment records, education records, professional credentials, licensing records, disciplinary records, regulatory records, criminal history information, public record information, account records, entity records and other materials submitted to NCPS are true, accurate, complete, current, genuine, unaltered, not misleading, lawfully obtained and may be relied upon by NCPS without independent investigation except as NCPS elects in its sole discretion;
2. each Subject Individual has authorized the submission, use, verification, disclosure, retention and reliance on the Subject Individual's information and documents by NCPS and the NCPS Parties, and Requestor has obtained and will maintain all notices, consents, authorizations and agreements required by applicable law, contract, privacy policy, confidentiality obligation, Background Check Authorization, Service Materials and Recipient requirement;
3. each request, use, disclosure, retention, reliance, adverse action, decision and related action complies with all applicable laws, rules, regulations, sanctions, privacy obligations, confidentiality obligations, employment laws, background check laws, securities laws, self-regulatory organization rules, offering documents, agreements, Service Materials, Recipient requirements and instructions;
4. Requestor will not submit any Subject Individual information or request or use any Background Check Result for any fraudulent, unauthorized, misleading, coercive, deceptive, discriminatory, retaliatory, money laundering, sanctions evasion, identity theft, privacy violation, unlawful employment, unlawful offering or other unlawful or improper purpose;
5. Requestor is solely responsible for the accuracy, completeness, security, lawful collection and lawful transmission of all information submitted to NCPS, and for any use, distribution, disclosure, adverse action, decision or reliance upon any Background Check Result after NCPS makes it available;
6. Requestor will promptly notify NCPS if any information becomes inaccurate, incomplete, stale, disputed, revoked, restricted or otherwise unreliable or if Requestor becomes aware of any fraud, unauthorized submission, privacy concern, adverse claim, dispute, expungement, sealing, identity theft, incapacity, death, bankruptcy, sanctions issue or other issue affecting a request, Subject Individual or Background Check Result; and
7. Requestor will not alter, misrepresent, forge, backdate, extend, sublicense, scrape, resell, redistribute or use any Background Check Result outside the scope authorized by NCPS, the Service Materials and the applicable Subject Individual consent.

Subject Individual Information, Consents and Third-Party Data

1. If Requestor submits or facilitates submission of personal, financial, employment, education, professional, criminal history, disciplinary, regulatory, public record, identity, credential or other information regarding a Subject Individual or other third party, Requestor shall obtain and maintain all notices, consents, authorizations and agreements necessary for NCPS and the NCPS Parties to receive, use, verify, disclose, share, retain and rely upon that information in connection with the Service and as required or advisable for legal, regulatory, broker-dealer, audit, recordkeeping, fraud prevention, risk management, claims handling and enforcement purposes.
2. Requestor shall not submit information that Requestor is not authorized to provide. Requestor is responsible for ensuring that each Subject Individual or third party understands that NCPS may contact the Subject Individual, require additional documentation, use third-party vendors, verify information through databases or public records, and provide a Background Check Result to approved Recipients or as otherwise authorized by the Subject Individual or Requestor.
3. NCPS may withhold, condition, suspend or decline the Service if NCPS determines or suspects that any required Background Check Authorization, disclosure, authorization, consent or certification is missing, ambiguous, revoked, inadequate, inconsistent with applicable law or otherwise insufficient.

Regulated Screening Purposes; Permissible Purpose; Adverse Action

1. The Service may be used for employment, contractor onboarding, credit, tenant-screening, insurance underwriting or eligibility, housing, lending or any other purpose subject to the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., or any similar federal, state or local consumer-reporting, background-check, employment, housing, credit, insurance or fair-chance law only if NCPS has approved such use in writing or through applicable Service Materials and Requestor and each applicable Subject Individual have completed all Background Check Authorizations, disclosures, notices, certifications and workflow steps required by NCPS, its vendors, applicable law and the Service Materials.
2. For each request, Requestor shall identify and certify the specific legally permissible purpose for obtaining and using the Background Check Result. Requestor shall use, disclose, retain and rely upon the Background Check Result solely for that certified permissible purpose and only as authorized by applicable law, the Background Check Authorization, the Service Materials and NCPS.
3. Requestor, and not NCPS, is solely responsible for any decision or adverse action based in whole or in part on a Background Check Result, including any required pre-adverse action notice, copy of report, summary of rights, opportunity to dispute or respond, waiting period, individualized assessment, adverse action notice, reconsideration, appeal or similar federal, state, local, Recipient-required or policy-required process. NCPS does not make employment, engagement, onboarding, investment, credit, housing, insurance, eligibility, suitability or other adverse action decisions for Requestor.
4. Requestor is solely responsible for ensuring that each request, use, disclosure, retention, reliance and decision complies with all applicable laws and requirements, including consumer-reporting, employment, contractor, credit, tenant-screening, insurance, fair housing, fair lending, equal employment opportunity, anti-discrimination, civil rights, fair-chance, ban-the-box, salary-history, credit-check, arrest-record, conviction-record, expunged/sealed-record, notice, authorization, adverse-action, privacy, data-security, record-retention and jurisdiction-specific requirements. Requestor shall not request, use, disclose or rely upon any Background Check Result in a discriminatory, retaliatory, pretextual, unlawful or unauthorized manner.



Verification Rights and Request Processing

1. Requestor authorizes NCPS and the NCPS Parties to conduct any identity, authority, background, employment, education, credential, licensing, disciplinary, regulatory, criminal record, sanctions, anti-money laundering, know-your-customer, watchlist, adverse media, public record, database, credit header, device, geolocation, payment and third-party checks that NCPS deems appropriate in connection with the Service.
2. Requestor authorizes NCPS to contact, disclose information to and receive information from Subject Individuals, Recipients, issuers, sponsors, funds, advisers, broker-dealers, employers, educational institutions, licensing bodies, credentialing organizations, courts, law enforcement, regulators, financial institutions, custodians, administrators, payment processors, vendors, service providers, counsel and other persons NCPS deems appropriate for verification, fraud prevention, compliance, risk management, recordkeeping, claims handling or enforcement.
3. NCPS may require additional information, updated documents, direct Subject Individual confirmation, wet-ink or electronic signatures, certifications, notarization, video verification, identity documents, employment records, education records, professional records, court records, regulatory records or other materials at any time before or after providing the Service. NCPS may suspend, delay, condition, cancel, reject, revoke or terminate any request or Background Check Result if NCPS determines or suspects that a request is incomplete, inaccurate, unauthorized, unusual, high risk, unsupported, inconsistent, fraudulent, disputed, stale, noncompliant, outside operational capacity or otherwise inappropriate.
4. If NCPS determines that a Background Check Result was issued based on inaccurate, incomplete, forged, fraudulent, unauthorized, revoked, expunged, sealed or misleading information, NCPS may take any action it deems appropriate, including withdrawing or updating the Background Check Result, notifying Subject Individuals, Recipients, issuers, regulators, law enforcement and other affected parties, cooperating in investigations and seeking recovery from Requestor.
5. NCPS may use automated, manual, vendor-assisted or hybrid processes in performing the Service. NCPS does not guarantee that the Service will detect every error, omission, misstatement, fraud, identity issue, background issue, criminal record, regulatory issue, employment issue, credential issue or change in circumstance.
6. Requestor acknowledges that NCPS may rely on third-party screening vendors, public and private databases, government, court, law enforcement, regulatory and public records, watchlists, sanctions lists, adverse media sources, educational institutions, employers, licensing bodies, credentialing organizations and other data sources. Unless NCPS expressly agrees otherwise in writing, NCPS does not independently verify all vendor or source information and is not responsible for any source-record inaccuracy, incompleteness, omission, delay, unavailability, court or agency closure, database limitation, reporting restriction, jurisdictional limitation, vendor restriction, matching error, identity resolution issue, update lag, expungement, sealing, record-suppression issue or similar limitation affecting any Background Check Result. NCPS may update, supplement, withdraw, correct or qualify a Background Check Result if NCPS receives additional information or determines that any vendor, source or submitted information was inaccurate, incomplete, stale, restricted, disputed or otherwise unreliable.

Fees, Payment, Chargebacks and No Refunds

1. Requestor shall pay all fees, charges, taxes, third-party costs, verification costs, expedited processing charges and other amounts specified in the Service Materials or otherwise quoted or incurred by NCPS. All amounts are payable in U.S. dollars in immediately available funds.
2. Fees are earned when paid or when NCPS begins processing the request, whichever occurs first, and are non-refundable to the fullest extent permitted by law, regardless of whether NCPS approves, denies, suspends, cancels, delays, revokes or conditions a request; whether a Background Check Result is issued; whether a Subject Individual is reviewed or cleared; whether a Recipient accepts or rejects any Background Check Result; whether the underlying opportunity or transaction is completed; whether Requestor or a Subject Individual withdraws the request; or whether additional information is required.
3. Requestor authorizes NCPS and its payment processors to charge, re-charge, store, update and use Requestor's payment method for amounts due. Requestor shall not initiate a chargeback or payment reversal for services requested, started or performed except where required by law. If any payment is late, rejected, reversed, charged back or otherwise not received by NCPS, Requestor shall pay the unpaid amount, interest at the lesser of 1.5% per month or the maximum lawful rate, and all collection costs, including attorneys' fees and internal collection expenses.

Service-Specific Data and Communications

1. Without limiting the North Capital Website Terms and Privacy Policy, Requestor authorizes the NCPS Parties to collect, receive, use, process, verify, disclose, share, store and retain Requestor information, Subject Individual information, third-party information, documents, payment information, device information, account information, communications, recordings, platform activity, Background Check Results and other Service records for purposes of providing, administering, verifying, securing, improving and enforcing the Service; preventing fraud; complying with legal, regulatory, broker-dealer, audit and recordkeeping obligations; and handling disputes, claims and investigations.
2. Service, security, legal, compliance, transactional, payment and account communications are required communications and are not optional marketing communications. Requestor consents to receive them electronically by email, platform message, SMS, telephone, mail, API response or other means, consistent with the North Capital Website Terms and Privacy Policy.
3. Requestor is responsible for maintaining the confidentiality and security of Requestor's account credentials, platform access and Background Check Results and for all activity under Requestor's account, including unauthorized activity, to the extent provided in the North Capital Website Terms.
4. Information regarding a Subject Individual or Background Check Result may be provided to approved Recipients who are authorized to receive the applicable Background Check Result or other Service output. Personal identifying information will be disclosed only as authorized, as required or permitted by law or as otherwise described in the North Capital Website Terms and Privacy Policy.

Recipient, Subject Individual and Third-Party Conduct

1. Recipients, Subject Individuals and other third parties may impose independent requirements, reject Background Check Results, request additional information, delay processing, make errors, change their policies, refuse to complete a transaction or opportunity or rely on information in a manner not authorized by NCPS. NCPS is not responsible for any Recipient, Subject Individual or third-party act, omission, delay, rejection, requirement, communication, loss, decision or reliance.
2. Requestor shall pursue any claim relating to a Recipient, Subject Individual or third-party act or omission solely against that Recipient, Subject Individual or third party, and not against the NCPS Parties, except to the extent a claim against NCPS cannot be waived under non-waivable law.

Release; Indemnification

1. To the fullest extent permitted by law, Requestor, on behalf of Requestor and Requestor's owners, principals, beneficial owners, affiliates, Subject Individuals, clients, customers, representatives, agents, successors and assigns, releases the NCPS Parties from all Losses arising out of or relating to the Service, any request, any Background Check Result, any denial, withdrawal, revocation or delay, any Recipient rejection, any underlying opportunity or transaction, any information or document submitted by or for Requestor or a Subject Individual, any third-party information, any payment or chargeback or any action taken or omitted by NCPS in reliance on Requestor, Subject Individual or third-party information or documents.



2. To the fullest extent permitted by law, Requestor shall indemnify, defend and hold harmless the NCPS Parties from and against all Losses arising out of or relating to: (a) the Service, any request, any Background Check Result, any refusal, withdrawal, revocation or delay, any Recipient rejection or any underlying business opportunity, employment, onboarding, securities, compliance, diligence, investment or transaction matter; (b) any forged, altered, unauthorized, inaccurate, incomplete, stale, revoked, fraudulent, misleading, disputed, sealed, expunged or defective authorization, consent, signature, instruction, document, certificate, background record, employment record, education record, professional record, court record, criminal history record, disciplinary record, regulatory record, public record, identity credential or other information; (c) any breach of this Agreement, the Service Materials, the North Capital Website Terms or Privacy Policy, any representation, warranty, covenant or obligation of Requestor, or any law, rule, regulation, order, agreement, privacy obligation, confidentiality obligation, Recipient requirement, employment law requirement, background check law requirement or securities law requirement; (d) any claim by any Subject Individual, issuer, sponsor, fund, adviser, broker-dealer, employer, applicant, counterparty, beneficial owner, regulator, law enforcement authority or other person relating to a request, Background Check Result or underlying opportunity or transaction; and (e) any payment dispute, chargeback, reversal, returned payment, unauthorized payment, tax issue or collection action.
3. NCPS may control the defense and settlement of any matter subject to indemnification. Requestor shall cooperate fully, provide documents and testimony, execute instruments and reimburse the NCPS Parties for Losses as incurred. Requestor may not settle any matter in a manner that imposes any obligation, admission, restriction or liability on any NCPS Party without NCPS's prior written consent.

Disclaimers and Limitation of Liability

1. The Service is provided "as is" and "as available." To the fullest extent permitted by law, NCPS disclaims all warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability, timeliness, uninterrupted service, security, Recipient acceptance, opportunity completion, transaction completion, Subject Individual eligibility, fitness, background clearance, public record completeness or fraud detection.
2. To the fullest extent permitted by law, the NCPS Parties shall not be liable for any indirect, incidental, consequential, special, exemplary, punitive, lost profit, lost business, lost opportunity, loss of use, loss of data, business interruption, reputational or similar damages, whether in contract, tort, negligence, strict liability, statute or otherwise, even if advised of the possibility of such damages.
3. To the fullest extent permitted by law, the aggregate liability of the NCPS Parties arising out of or relating to this Agreement, the Service, any request, any Background Check Result or any related opportunity or transaction shall not exceed the fees actually paid to and received by NCPS for the specific Service request giving rise to the claim.
4. The foregoing liability cap does not limit Requestor's payment obligations, indemnification obligations, defense obligations, reimbursement obligations, confidentiality or data obligations, fraud-related liability, willful misconduct, unauthorized use of the Service or liability that cannot be limited under non-waivable law.

Term, Termination, Suspension and Survival

1. This Agreement applies to each request submitted through or in connection with the Service and remains in effect for so long as any request is pending, any Background Check Result remains available or is being relied upon, any Service-related obligation remains outstanding or any claim, recordkeeping obligation, compliance obligation, reimbursement obligation, payment obligation or indemnity may arise.
2. NCPS may suspend, restrict, condition or terminate access to the Service, or reject, revoke or discontinue any request or Background Check Result, at any time, with or without notice, for any or no reason, without liability.
3. Termination, expiration, withdrawal, revocation or completion of a request does not affect any obligation or right that arose before termination or by its nature should survive, including provisions relating to fees, payment, chargebacks, records, data, verification, disclaimers, release, indemnity, limitation of liability, Recipient and third-party conduct, cooperation, governing terms and enforcement.

Governing Terms; Amendments; Entire Service Agreement

1. This Agreement, the Service Materials and the North Capital Website Terms and Privacy Policy constitute the complete agreement between Requestor and NCPS regarding the Service and supersede prior or contemporaneous understandings regarding the Service. The North Capital Website Terms govern generally applicable website and platform matters except to the extent this Agreement provides Service-specific terms.
2. No fiduciary, advisory, agency, partnership, joint venture, employment, consumer reporting agency or similar relationship is created by the Service, this Agreement or any Background Check Result, except to the extent a relationship or duty cannot be disclaimed under non-waivable law.
3. NCPS may amend this Agreement or the Service Materials by posting revised terms, providing notice through a North Capital website or platform or otherwise making revised terms available. Continued access to or use of the Service, or submission of a request after revised terms are made available, constitutes acceptance of the revised terms.
4. No waiver by NCPS is effective unless in writing and signed by NCPS. If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will remain in full force. Requestor may not assign this Agreement or any request without NCPS's prior written consent. NCPS may assign this Agreement or delegate performance to an affiliate or service provider.
5. This Agreement is governed by the governing law and dispute resolution provisions in the North Capital Website Terms, except to the extent a separate written agreement signed by NCPS expressly provides otherwise or non-waivable law requires otherwise.

All background check services are provided under the supervision of registered personnel of NCPS. **ALL SALES ARE FINAL; NO REFUNDS OR EXCHANGES EXCEPT AS REQUIRED BY LAW.**

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