



MacData Advantage Background Screening, LLC
609 S. Ridgewood Ave, Daytona Beach, FL 32114
386-254-4888 FAX 866-856-0367
www.macdataadvantage.com

Thank you for choosing MacData Advantage Background Screening, LLC to do your Florida Department of Business and Professional Regulations screening.

All the following documents will need to be clearly completed and returned to us in order for us to process the necessary report.

- Our Florida Department of Business and Professional Regulations **Applicant Release of Information** form.
- The Payment and Delivery Directions.
- Our **Non-Disclosure and Confidentiality Agreement**. This form is an agreement between you and MacData Advantage Background Screening, LLC regarding the use and confidentiality of the reports you will be receiving.
- An enlarged **legible** copy of applicant's government issued photo identification: i.e. Valid drivers license, valid passport.

For reports needed for the Florida Department of Business and Professional Regulations, we will return the report to you in a **sealed envelope** that you forward with your application to the commission.

For reports needed for specific county licensing, please forward the counties instructions for mailing the report.

If you have any questions, please do not hesitate to contact us.

Regards,

MacData Advantage Staff
Claire Venables, President
Jan Figola, Account Manager

Eff 7/7/2010

**We are proud members of the
National Association of Professional Background Screeners.**

FAX BACK TO 1-866-856-0367 OR EMAIL TO: INFO@MACDATAADV.





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FLORIDA DBPR APPLICANT RELEASE NOTIFICATION/RELEASE OF INFORMATION

Please indicate the license/permit screening needed:

Individual \$65.00 _____ Company \$75.00 _____ Combination (Individual and Company) \$130.00 _____

The purpose of this form is to notify you that a Consumer Credit History and Background Check will be obtained on you by MacData Advantage Background Screening, LLC for the purpose of Florida Department of Business and Professional Regulation license compliance. Please complete this form including authorization signature and return it to the fax number below. To ensure accuracy, **please print clearly and completely**

Last Name: _____ First: _____ MI: _____

Social Security #: _____ DOB: _____

Present Address: _____

City: _____ State: _____ Zip: _____ E-Mail Address: _____

A legible copy of applicant's government issued photo identification MUST be attached.

Applicant's Signature: _____ Contact Phone Number: _____

Printed Name: _____ Date: _____

If company business is to be included, please complete the following:

Company Name: _____

FEIN: _____ website: _____

Company Address: _____

City: _____ State: _____ Zip: _____

In accordance with the provisions of section 604(b)(2)(A) of the Fair Credit Reporting Act (FCRA) (Title II, Subtitle D Chapter I, Public Law 104-208) you are hereby informed that a consumer report about you may be ordered and used for employment and licensing purposes.

I, the undersigned, acknowledge receipt of the above disclosure and authorize MacData Advantage Background Screening, LLC to obtain a consumer credit report about me for its use in relation to my employment, business and/or licensing application.

Company Principal Signature: _____

Printed Name: _____ Date: _____

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PAYMENT AND DELIVERY DIRECTIONS

Company Name: _____

Please indicate your choice below and return this form along with your account set up packet.

_____ **Credit Card.** I understand that this credit card will be charged at time of report order.

Credit Card Type: (please circle) Amex Discover MasterCard Visa

Credit Card Number: _____

Expiration: _____ Security Code: _____
(last 3 nbrs in signature box)

Name as appears on Credit Card: _____

Billing Address: _____

City: _____ State: _____ Zip _____

I, the undersigned, authorize MacData Advantage Background Screening, LLC to bill requested screening services to this credit card.

Signature: _____ Date: _____

DELIVERY OPTIONS

The report will be delivered to you in a sealed envelope for the applicant to attach to his Florida Department of Business Regulations application prior to sending it to the state.

How would you like us to return the report? Postage fees will be charged to your credit card.

- _____ Will pick up at MacData Advantage Office (Photo ID required)
- _____ Regular U.S. Mail (Free)
- _____ Express Overnight U.S. Mail - \$16.50
- _____ Priority 2 Day U. S. Mail - \$4.75
- _____ FedEx Overnight - price varies

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NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

In connection with a possible business transaction (the "Transaction") involving the parties hereto, either party may disclose certain information to the other party which is non-public confidential information (the "Disclosing Party" and "Receiving Party," respectively). All information (including, without limitation, software, designs, drawings, specifications, techniques, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures, marketing plans, customer information, price lists, pricing policies and financial information) disclosed (whether in writing, electronically or orally) be the Disclosing Party or its directors, officers, employees, affiliates or representatives of advisors, including counsel, lenders and financial advisors (collectively, the "Representatives") to the Receiving Party or its Representatives and all analyses, compilations, forecasts and other studies or other documents prepared by the Disclosing Party or the Receiving Party, or their respective Representatives, in connection with the Receiving Party's review of the Transaction which contain or reflect such information is hereinafter referred to as the "Information." The term "Information" will not, however, include information which (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly be either party or their respective Representatives in violation of this Agreement), (ii) at the time of disclosure was available on the non-confidential basis from a source other than the Disclosing Party or its Representatives, provided that such source is not and was not bound by a confidentiality agreement with the Disclosing Party, or (iii) was known by the Receiving Party prior to receiving the information from the Disclosing Party or has been independently acquired or developed by the Receiving Party without violating any of its obligations under this Agreement.

Accordingly, both parties hereby agree that:

1. The parties recognize and agree that the information is the property of the Disclosing Party and will be furnished to the receiving Party in reliance upon the undertakings of the Receiving Party made herein. The Receiving Party and its Representatives (i) will keep the information confidential and will not (except as required by applicable law and only after compliance with paragraph 3 below), disclose any information, and (ii) will not use any information in any way detrimental to the Disclosing Party of its shareholders or for any purpose other than in connection with the Transaction; provided, however, that the Receiving Party may reveal the Information to its Representatives (a) who need to know the Information for the purpose of evaluating the Transaction, (b) who are informed by the Receiving Party of the confidential nature of the Information, and (c) who agree to be bound by the terms of this Agreement. Each party will cause its Representatives to observe the terms of this Agreement, and the respective party will be responsible for any breach of this Agreement by any of its Representatives.
2. Without prior written consent, neither party nor its Representatives will (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below) disclose to any person the fact that the Information exists or has been made available, that they are considering the Transaction or that discussions or negotiations between the parties are taking or have taken place concerning the Transaction. The term "person" as used in this Agreement will be interpreted broadly to include, without limitation, any corporation, company, limited liability company, partnership, or individual.
3. In the event that the Receiving Party or any of its Representatives are required by applicable law to disclose any of this information, they will notify the Disclosing Party promptly in writing of such requirement so that it may seek a protective order or other appropriate remedy, or, in its sole discretion, waive compliance with the terms of this Agreement and deliver such waiver in writing to the Receiving Party. In the event that no such protective order or other remedy is obtained, or that the Disclosing Party waives compliance with the terms of this Agreement, the Receiving Party will furnish only that portion of the Information which it is advised by counsel is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Information. Notwithstanding anything in the Agreement to the contrary, the Receiving Party may upon notice to the other party disclose the Information in connection with the proposed Transaction or otherwise, if, in the written opinion of that party's legal counsel, such disclosure is required by the federal securities laws.
4. The Receiving Party agrees and acknowledges that the Information is and shall remain the sole and exclusive property of the Disclosing Party and that no license or similar proprietary right is granted to the Receiving Party hereunder.
5. If either party determines not to proceed with the Transaction, it will promptly inform the other party of that decision in writing and, in that case, and at any time upon the request of the Disclosing Party, the Receiving Party will either (i) promptly destroy all originals, copies, extracts, or other reproductions in whole or in part of such written material Information, in its or its Representatives' possession then notify the Disclosing Party in writing that such written material Information has been destroyed, or (ii) promptly deliver to the Disclosing Party at the Receiving Party's own expense all originals, copies, extracts, or other reproduction in whole or in part of such written material Information on its or its Representatives' possession. Any oral Information will continue to be subject to the terms of this Agreement.



- 6. Both parties acknowledge that neither party, nor its Representative, nor any of their respective officers, directors, employees, agents or controlling persons, makes any express or implied representation or warranty as to the accuracy or completeness of the Information. Each party further agrees that it is not entitled to rely on the accuracy or completeness of the Information and that it will be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to the Transaction, subject to such limitations and restrictions as may be contained therein. The parties acknowledge and agree that unless and until a written definitive agreement concerning the Transaction has been executed; neither party has any obligation to enter into the Transaction or any other transaction.
- 7. Both parties are aware and will advise their representatives, who are informed of the matters that are the subject of this Agreement, of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any person when it is reasonable foreseeable that such other person is likely to purchase or sell such securities if reliance upon such information.
- 8. Both parties acknowledge that remedies at law may be inadequate to protect the Disclosing Party against any actual or threatened breach of this Agreement by the Receiving Party or by its Representatives, and, without prejudice to any other rights and remedies otherwise available to the Disclosing Party, the Receiving Party agrees to the granting of competent jurisdiction determines in a final, non-appealable order that the Agreement has been breached by either party or by its Representatives, then the Receiving Party will reimburse the Disclosing Party for its costs and expenses (including, without limitation, legal fees and expenses) incurred in connection with all such litigation.
- 9. This Agreement will be governed by and construed in accordance with the laws of Florida, without giving effect to its conflict of laws, principles or rules. Each party hereby irrevocable and unconditionally agrees that any actions, suits or proceedings arising out of or relating to this Agreement will be submitted to binding arbitration in Volusia County, Florida, before a retiring judge associated with Judicial Arbitration and Mediation Service, Inc., as the exclusive remedy for such claim or dispute.
- 10. It is understood and agreed that both parties are entitled to enforce the terms of this Agreement and that all rights hereunder shall inure to the benefit of the parties and their assigns. The parties agree that no failure or delay in a party's exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 11. Each party agrees that for a period of two years after the later of the date hereof or the consummation of the Transaction, such party shall not disrupt, damage, impair or interfere with each other's business in any manner, including, without limitation, by directly or indirectly soliciting or inducing or attempting to solicit or induce any employee of the other party to leave the employ of that party, or by inducing an employee, a consultant, or an independent contractor to sever or modify that person's relationship with that party, by interfering with or raiding each other's employees, disrupting their relationships with customers, agents, representatives or vendors, or otherwise.
- 12. This Agreement contains the entire agreement between the parties concerning the subject matter hereof, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding upon a party, unless approved in writing by such party. If any of the provision set forth in this Agreement are not enforceable, in whole or in part. The remaining provisions set forth in this Agreement shall nonetheless remain enforceable. Any provision not enforceable in part shall be enforced to the extent valid and enforceable. It is further understood and agreed that no failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Neither party may assign its obligations under this Agreement.

Agreed to and accepted as of _____, 20____

Company

MacData Advantage Background Screening, LLC

Signature

Claire Venables, Business Owner

Printed Name and Title