



**Unclaimed Money 101, Inc.,
INVESTIGATIVE SERVICES AGREEMENT**

SECTION A - General Provisions

1) Agreement is made this _____ day of _____ 20____ by and between:

Unclaimed Money 101, Inc.

4201 N. Ocean Blvd. Suite C1807

Boca Raton, Fl. 33431-5373

Telephone Number: (561) 596-3443

Facsimile Number: (561) 391-6060

E-mail Address: info@unclaimedmoney101.net

Hereafter known also as the AGENCY, and

Name: _____ Company: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

E-mail address: _____

Hereafter known as the CLIENT.

2) Licensing & Regulatory Authority:

a. Unclaimed Money 101, Inc., holds Private Investigator's License # A2900197 issued by the Florida Department of Agriculture and Consumer Affairs, Division of Licensing, whose address is P.O. Box 6687, Tallahassee, Florida 32314-6687. Investigative Services provided in other jurisdictions are conducted underneath the Private Investigator's License of the selected associate(s) and/or affiliate(s).

b. Both parties agree that for the purposes of Legal Venue, this agreement is made in the State of Florida, County of Palm Beach and that the laws of that jurisdiction will apply in all matters as they relate to the interpretation of this agreement.

3) Requested Services:

a. CLIENT retains AGENCY to conduct an investigation specifically enumerated in this agreement. CLIENT agrees to all fees and costs hereinafter incurred as a result of that investigation.

b. As such, CLIENT agrees that AGENCY is empowered to perform said services below for and on behalf of CLIENT, and to do all things necessary, appropriate, and/or advisable in performing said services for and in the best interests of CLIENT.

c. Services To Be Provided: AGENCY offers various types of investigative services, including but not limited to, missing persons investigations, skip tracing investigations, background checks, infidelity investigations, child custody/support investigations, stalking mitigation, identity theft investigations, Bunco investigations, e-mail/phone tracing, surveillance services, due diligence investigations, product counterfeiting investigations, asset recovery/unclaimed property investigations, executive and personal protection security services. No illegal or unethical services will be knowingly provided by Unclaimed Money 101, Inc. CLIENT certifies that he is not requesting illegal services. AGENCY reserves the right to decline or terminate without advance notice any assignment it deems

to be illegal or unethical or in AGENCY's sole opinion detrimental to AGENCY. AGENCY will perform services in compliance with state and federal laws, regulations, and best practices.

Specifically, CLIENT has engaged the services of AGENCY to provide the following scope of services.

Type or clearly write in a brief description of what you want done:

4) Due Diligence:

a. AGENCY agrees to conduct the investigation with due diligence to protect the interests of the CLIENT and to the best of the AGENCY'S ability. All expressions made relative thereto are matters of AGENCY's opinion only.

b. No Warranties or Guaranties: Neither AGENCY nor its employees or agents have made any warranties or guaranties as to the success of the investigation, research or other matters of question. Due to the nature of investigative work, no warranties or guaranties can be given as to the success or quality of the results achieved. CLIENT understands that time, resources, and circumstances limit surveillance and investigations by their nature. The information obtained may not be that which is desired or in the favor of the CLIENT.

c. AGENCY does warrant that all work fees that are billed will be performed on behalf of the CLIENT and that no charges will be made for work that is not performed unless otherwise contractually agreed to in advance.

d. CLIENT states and affirms that any evidence, information, materials, media, computers, other similar items etc. provided to the AGENCY in conjunction with

this matter were lawfully obtained and the CLIENT is the legal owner or guardian with the authority to provide any such evidence, documents, information, items etc. to the AGENCY.

5) Work Product:

a. AGENCY will generate reports of the investigation in a timely manner given the CLIENT's account is not in arrears. The CLIENT will be supplied with supporting documentation and/or material as it becomes available. Every reasonable effort will be made to ensure that the quality of the information will be accurate.

b. Original notes or documents considered "work product" will not be released and remain the property of AGENCY. Only the written report is released to the CLIENT as well as copies of documents, pictures, video and similar materials. AGENCY reserves the right to withhold all reports and/or evidence pending payment in full and bank clearance thereof. AGENCY is not responsible for any damages or negative effects from reports and/or evidence being withheld due to the CLIENT's failure to meet the above mutually agreed upon conditions.

c. CLIENT understands that surveillance tapes and pictures are by their nature NOT television studio-type productions and are often taken long distance, from unusual locations and during extreme weather conditions and as such, the quality can be variable. AGENCY will proceed with due diligence to obtain quality video and/or pictures that can be obtained given the circumstances. Original videotapes and/or negatives will not be released to CLIENT, but will remain the property of AGENCY until they are required to be surrendered in court as evidence. Copies for the purpose of the CLIENT's review will be made at the CLIENT's request.

d. Technical Services investigations in which computer hard drives, media, and/or TSCM related equipment are discovered and/or examined are considered "work product" will not be released and remain the property of Unclaimed Money 101, Inc.. Only the written report is released to the CLIENT.

SECTION B - FEES AND EXPENSES

1) Service Payments: The CLIENT agrees to pay AGENCY for its time, materials, and service fees as follows:

a. Work is done under a retainer in which funds for the retainer are placed in trust with AGENCY and the AGENCY will hold the retainer as pre-payment for work to be done under this agreement.

b. Retainers are refundable for canceled assignments upon request except for a minimum service fee as described below:

- i) Minimum billing time will be incurred on all cases where the assignment is canceled prior to the work being initiated, but after the agreement has been executed. The agreement is considered executed when signed by both parties.
- ii) In situations where the investigation has been initiated but canceled prior to the first billing period being completed, the assignment will be billed in its entirety for that billing period.
- iii) If a CLIENT has requested a continued investigation or surveillance and then cancels the assignment for a given date & time without twenty-four (24) hours prior notice & agency acknowledgement, the minimum billing time shall be charged to the CLIENT.
- iv) Refunds are not granted if database searches and related services have already been conducted.

c. If agreed upon by agency that a retainer is not necessary, minimum billing is as described in this agreement.

d. All time & billing calculations are calculated per man-hour or per man daily rate, as mutually agreed upon by all parties, and multiplied times the scheduled number of investigators per hour or day. Minimum fees charged: Four (4) man-hours for hourly rate assignments & one (1) day for daily rate assignments.

e. The retainer is charged for the work that is done under this agreement at the agreed upon rates. All services are to be paid by retainer in advance; however in the event that the services rendered are in excess of the retainer, CLIENT agrees that the service fees are due and payable upon demand.

- i) CLIENT agrees that any balance owing on the agreement, together with accrued expenses, and costs of the investigation, shall be due and payable in full prior to any court appearance of AGENCY.
- ii) Any monies not paid in full as agreed will be subject to 5 percent interest charge per month or any portion thereof for each month the balance remains unpaid. CLIENT further agrees to pay for all costs of collection plus reasonable court and attorney fees. CLIENT also agrees to pay all direct and/or indirect fees and/or costs associated with any payments made via credit card that are charged back.
- iii) In the event that no retainer is collected, then the services provided will be billed by invoice and due upon receipt of said invoice. CLIENT forfeits all rights to reports, evidence, photographs, video, information, and other related items if invoices are not paid within terms.
- iv) All fees are due at the completion of this assignment, or upon either the CLIENT or AGENCY's determination that no further action can be taken to complete this assignment.

- v) On all assignments, which are expected to last longer than 30 days, that portion of the work that has been completed will be billed and payment will be due upon receipt of the invoice.

- vi) AGENCY reserves the right to require payment in advance for excessive investigative expenses.

f. The CLIENT hereby agrees to and authorizes a Consumer Credit Inquiry & Report be conducted for the purposes of AGENCY to verify the CLIENT's ability to pay for the contracted services.

g. The CLIENT agrees that solely you and/or your company engage AGENCY. CLIENT is solely responsible for payment. If you are an attorney, legal counsel or other similar contracted party, payment is required as specified within this agreement regardless of your CLIENT's ability and/or willingness to pay and/or result of any litigation the investigation may be in support of.

2) Retainer/Flat Fee Amount: The retainer amount of this assignment is \$_____, receipt of which is acknowledged by this signed agreement. Non-retainer funds deposited with AGENCY are \$_____. The flat rate of \$_____ will be paid upon completion of this investigation.

a. Service will not be initiated until, at the option of AGENCY, a retainer check has been determined to have sufficient funding, or an open account has been established to cover the cost of the investigation.

3) Fees:

a. Hourly / Daily Rate for the Primary Investigator on your case is \$_____. Time and travel are calculated from our closest local office unless otherwise stipulated. State and local taxes are calculated and charged based according to law. Twenty-Four (24) hours advance notice is required for any changes in scheduled work without fees being assessed as described and calculated in Section B~1~b.

b. Additional Investigators that may be authorized in your investigation will be billed at the hourly rate of \$_____ per additional investigator per hour.

c. Forensic Computer and Forensic Accounting Investigations are billed at \$_____ per hour.

d. Court time is billed at \$_____ per hour.

e. Mileage fees of \$0.75 per mile will be charged for each mile driven during the course of the investigation.

f. Additional fees for expenses authorized by the CLIENT will be made at either exact costs or flat rates based upon a fair and reasonable charge for travel costs, supplies, documents, copies, and other material and equipment approved by the CLIENT.

g. New assignments are billed a 30 minute administrative intake and setup fee. Reactivated assignments are billed 30 minutes for assignment review if the reactivation is more that 30 days from last report.

h. As a safeguard toward unforeseen expense for the CLIENT, AGENCY agrees to NOT EXCEED \$_____ in total costs without prior approval of the CLIENT.

4) Telephone Fees: AGENCY will agree to consult with CLIENT free of charge for a maximum of 15 minutes per day. All calls in excess of this amount are billable in 15-minute increments at the normal hourly rate. Other telephone fees incurred during the investigation will be billed at \$0.25 per minute.

5) Report Writing Fees: One (1) hour report writing will be billed to the investigation for each report submitted or for every six (6) hours of Investigation, Research, or Surveillance, whichever time is greater.

6) Photography, Videotape, and Tape Review & Copy Charges: Charges to review Surveillance Tapes will be made at the rate of \$25 per hour. Photographs, film, and processing will be billed at cost plus a \$10.00 handling fee.

7) Court Appearances: CLIENT agrees to pay AGENCY the fee set above for time spent in Court at the request of CLIENT, CLIENT's Attorney, Subpoena, Court, or Governmental Agency due to this investigation. Said fee shall not exceed the agreed upon per hourly/daily rate listed above for time spent in court or on standby. Minimum billable court time is four (4) hours per investigator. Standby time is defined as any time scheduled (set aside) for court, spent waiting and/or traveling to/from court so that the investigator is immediately available and accessible for the court.

8) Miscellaneous: CLIENT agrees to pay AGENCY at the prescribed hourly rate for time spent for any assignment related meetings, telephone conferences, travel time, case and/or trial preparation or expenses not specified above.

SECTION C - PERIOD OF SERVICE

1) Period of Service: This agreement is valid for the duration of the investigation or until such time as either party cancels it by written notice to terminate the agreement. No termination shall prejudice AGENCY rights to collect payment for services completed prior to the termination of this agreement.

2) Accommodations Required: AGENCY will make every effort to accommodate CLIENT's needs and preferences, subject to existing legal and contractual obligations.

3) Responsibility to Cooperate: All parties agree to timely actions and produce information and documents as is reasonably necessary to carry out the scope of this agreement. CLIENT's and/or their representatives are not allowed to accompany AGENCY investigators during an investigation. Unauthorized CLIENT participation will result in a forfeiture of retainer if applicable.

SECTION D - CONFIDENTIAL INFORMATION

1) Access to and protection of CLIENT's Confidential Information: AGENCY acknowledges that in the course of this agreement it shall have access to confidential and proprietary information of the CLIENT and agrees not to disclose any information without prior consent. Any information obtained as a result of the investigation will only be released to the CLIENT or his designated representative and will otherwise remain confidential information.

2) Indemnification of AGENCY from CLIENT Provided Information: CLIENT agrees to indemnify and hold AGENCY harmless against all claims arising out of or related to any information that the CLIENT provides to AGENCY prior to or during the course of the Services provided.

3) Indemnification of AGENCY from its Services or Information Provided: CLIENT agrees to indemnify and hold AGENCY harmless against all claims arising out of or related to the services of AGENCY or information provided by AGENCY herein EXCEPT for those arising from AGENCY's Intentional and Wrongful acts.

a. CLIENT agrees that as a result of becoming a CLIENT of AGENCY, "Certain Information" as it relates to the practices and procedures of AGENCY may become known and that CLIENT specifically agrees that they will hold any such information as confidential, not to be discussed with anyone outside the scope of this agreement.

b. CLIENT acknowledges that the investigation will be or could be greatly damaged if the subject(s) of this investigation were to become aware of the activities of AGENCY relative to the research and surveillance in progress and therefore agrees to keep our relationship confidential at all times during the investigation.

4) Accuracy of Information Sources: Search reports are performed strictly by the information provided on the subject by the CLIENT. Any error in spelling, format, or sequence of letters, words, or numbers can result in wrong information on the subject. Data is supplied from different private sources, computer systems, public information facilities, government open record institutions and might contain confidential source information. All attempts are made to maintain the integrity of this data. AGENCY cannot be held liable for inaccuracies contained in public record information or databases accessed. Furthermore, information has been gathered from sources and individuals deemed reliable by AGENCY; however, no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose. If the information reported is not "Original Source" information, it is strongly recommended that any information gathered be cross-referenced with "Original Source" information.

5) Responsible Use of Information: AGENCY is NOT a consumer reporting AGENCY. AGENCY promotes the responsible use of the information that it provides, and reserves the right to withhold information for which AGENCY deems is outside the scope of a permissible purpose or otherwise defined by state and federal law and/or regulation. "Confidential Information" shall not include such information as is or becomes part of the public domain through no action of AGENCY. The CLIENT is responsible to safeguard the information provided from unauthorized third party disclosure **as defined** by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) and Right to Financial Privacy Act (RFPA) and applicable state and federal laws and regulations. It is incumbent upon the CLIENT and their representatives to be fully knowledgeable about such laws and regulations and/or seek legal counsel **prior to dissemination** of reported information. Furthermore, the CLIENT affirms the information requested and/or learned during the investigation is not to be used for harassment, stalking, intimidation, threatening or any other illegal purpose(s).

6) CLIENT Misrepresentation: CLIENT attests that he has not misrepresented himself, the company, organization, or purpose for requesting the services that AGENCY provides. CLIENT understands that misrepresentation in this agreement, in AGENCY's sole opinion, may result in civil and criminal action against the CLIENT and/or his organization as well as forfeiture of all monies paid to AGENCY. AGENCY reserves the right to refuse service to the CLIENT for any issue of security, safety, unlawful, unethical, or immoral reasons. CLIENT will forfeit any and all funds that may have been paid to the AGENCY pertaining to this case if any information is discovered, by the sole determination of the AGENCY, to be false, misleading, or compromising the ethical and/or legal obligations of the AGENCY or if it is learned that the investigation is in support of an illegal activity.

SECTION E - OTHER PROVISIONS

1) Entire Agreement, Modification & Assignment: This instrument constitutes the sole and entire agreement between the parties except where modified in writing, signed by both parties, and attached as part of this agreement. CLIENT agrees that AGENCY may assign this agreement to a sub-contractor in part or whole to complete this assignment, but at all times, AGENCY will continue to meet the terms and conditions of this agreement.

2) Binding Effect & Terminology: This agreement is binding for the benefit of and upon the parties hereto, their heirs, executors, assigns, legal representatives, and successors. As to terminology, the context may require in this agreement, singular shall mean plural and vice-versa. Terms used in the male gender serve as function words and do not denote a specific gender but the CLIENT as an individual or entity.

3) AGENCY Expertise: AGENCY is not a law office and therefore does not provide legal advice, nor does it provide financial, insurance, or personal counseling services. Any opinions expressed during CLIENT conferences are based upon prior experiences and knowledge and do not constitute, reflect, or guarantee future outcomes or results. CLIENT is encouraged and advised to seek expert and professional advice in these areas.

4) Acceptance of Agreement: This agreement does not become valid until it is accepted by both the CLIENT and AGENCY, indicative by the signatures below.

SECTION F - SPECIAL STIPULATIONS

1) The following special stipulations are included in the agreement:

ACCEPTANCE:

This being our agreement, I hereby authorize this investigation and agree to the terms and conditions listed herein. By submitting this form, I hereby certify that I have read and understand the entire agreement and I affirm that the information supplied above is true and accurate to the best of my knowledge at this time. I further represent and affirm that I am responsible for, and authorized to, financially contract for this investigation. I understand that Section 282.73, Florida Statutes (1997), states that "[u]nless otherwise provided by law, an electronic signature may be used to sign a writing and shall have the same force and effect as a written signature." I further understand that according to the Electronic Signature in Global and National Commerce Act of 2000 that an electronic signature has the same force and effect as a written signature. The parties further agree that any facsimile signature made by any party to this agreement shall be considered to be an original signature of such party and shall be legally binding upon the party executing and sending his/her signature by facsimile and shall be relied upon as an original signature by any party receiving such a facsimile signature.

CLIENT (Electronic Signature): _____

COMPANY: _____

CLIENT (Fax Signature): _____

COMPANY: _____

Unclaimed Money 101, Inc., identified as AGENCY in this agreement and agrees to conduct the investigation.

Robert E. Nygaard (President)

By & For Unclaimed Money 101, Inc.