

## SERVICES AGREEMENT

### SECTION I GENERAL PROVISIONS

1. **THIS SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between Ekeholm and Associates, LLC (“Ekeholm”) (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly, “Ekeholm and Associates, LLC”) and \_\_\_\_\_ [client name] (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly “End-User”). This Agreement shall be effective on the date of last signature below (the “Effective Date”).

**Licensing/ Regulation Authority-** Ekeholm is state licensed, insured, and regulated by the Georgia Board of Private Detective and Security Agencies, which also investigates complaints of misconduct. Ekeholm and Associates, LLC’s License # is PDC001919. Complaints may be filed directly with the Board at 237 Coliseum Drive, Macon, Georgia 31217-3858.

2. **Due Diligence-** Ekeholm, its employees and agents, will pursue Client’s objectives with due diligence and to the best of their ability, and all expressions made relative thereto are matters of Ekeholm’s opinion only.

a. **No Warranties or Guaranties-** Neither Ekeholm, nor its employees or agents, have made any warranties or guaranties as to the success of the investigation, research, or matters in question. DUE TO THE NATURE OF INVESTIGATIVE WORK, NO WARRANTIES OR GUARANTIES CAN BE GIVEN AS TO THE SUCCESS OR QUALITY OF RESULTS ACHIEVED. Client understands that investigations are, by their nature, limited by time and resources, and may not produce the final product that the Client had desired or intended.

b. **Refunds/Credit –** Based on the nature of collections, skiptracing, and investigative work, we are unable to “guarantee” the desired result of our clients. This is clearly stated within this Agreement and is consistent with industry standards. We make every possible attempt to locate and verify the information found on each search request before submitting the information to the client and provide the client the most current information available based on our investigation. Any client request for credit will be considered on a case-by-case basis and if notified within (30) days of date of search results.

3. **Client Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)**

Client hereby certifies that all of its requests for investigative services from Ekeholm and Associates, LLC shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, permissible purposes only:

*(Please check all that apply)*

<input type="checkbox"/>	Section 604(a)(1). As ordered by a court or federal grand jury subpoena.
<input type="checkbox"/>	Section 604(a)(2). As instructed by the consumer in writing.
<input type="checkbox"/>	Section 604(a)(3)(A). For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer’s account.
<input type="checkbox"/>	Section 604(a)(3)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.
<input type="checkbox"/>	Section 604(a)(3)(C). For the underwriting of insurance as a result of an application from the consumer.
<input type="checkbox"/>	Section 604 (a)(3)(D). To determine a consumer’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status.
<input type="checkbox"/>	Section 604(a)(3)(E). For use by a potential investor or servicer, or current insurer, in evaluating and/or assembling the credit or prepayment risk associated with an existing credit obligation.
<input type="checkbox"/>	Section 604(a)(3)(F)(i). Where there is a legitimate business need, in connection with a business transaction that is initiated by the consumer.
<input type="checkbox"/>	Section 604(a)(3)(F)(ii). To review a consumer’s account to determine whether the consumer continues to meet the terms of the account.
<input type="checkbox"/>	Section 604(a)(4) or (5). For use by state and/or local officials in connection with the determination of child support payments, or modifications and enforcement thereof.

## SECTION II FEES AND EXPENSES

1. **Service Payment-** The client agrees to pay Ekeholm for its time, material, and services pursuant to the *Payment Authorization Agreement*. Client does agree to promptly pay invoices. Client failure to pay any invoice within the (30) days will result in the invoice balance being applied to the major credit card on file, on the 31<sup>st</sup> day, as security of payment for services rendered or \$25.00 late fee for unsecured accounts. Ekeholm and Associates, LLC accepts all major credit cards and payment by check via fax (simply fax check, will be duplicated as a draft, and unnecessary to mail – is secure and preferred method) or by regular mail.
2. **Report Writing Fees** - A minimum charge of one hour, billed at \$125 /hr, will be added to the fees to produce a written report upon request from client.
3. **Cancellation Fees** – A fee in the amount of \$25.00 will be charged to Client for cancellation of each search request previously submitted to Ekeholm. Ekeholm often commences a search request immediately upon receipt from client and incurs time and costs to commence said searches.
4. **Court Related Fees** – Client agrees to reimburse Ekeholm \$125.00/hr, billable in 15 min increments, \$1.00 per page copy fee, and .75 mile, for any time spent complying with court related services such as Depositions, Interrogatories, Witness Testimony, Requests for Production of Documents, Notices to Produce, and any/all other court processes which must be undertaken by Ekeholm as a result of litigation involving Client including, and/or by, third parties. In addition, Client will also reimburse any attorney fees incurred by Ekeholm.

## SECTION III PERIOD OF SERVICE

1. **Period of Service-** This agreement covers Services rendered during the period from \_\_\_\_\_ to \_\_\_\_\_. If no termination date is written, then this agreement is considered to be in effect until the services are completed as agreed or written notification is received of termination of the agreement. Either party may terminate this agreement at any time. No termination shall prejudice Ekeholm's rights to payments for Services completed prior to the effective date of termination.

## SECTION IV CONFIDENTIAL INFORMATION

1. **Access to and Protection of Client's Confidential Information-** Ekeholm acknowledges that in the course of this Agreement, it shall have access to confidential and proprietary information of the Client which the Client may make available to Ekeholm, and agrees not to disclose or disseminate the Confidential Information without the express prior written consent of the Client. The term "Confidential Information" shall not include such information as is or becomes part of the public domain through no action or omission of Ekeholm, which becomes available to Ekeholm from third parties without knowledge of Ekeholm of any breach of fiduciary duty, or which Ekeholm had in its possession prior to the date of this Agreement.
2. **Indemnification of Investigative Consultant From Client Provided Information-** Client agrees to indemnify and hold Ekeholm harmless against all claims, damages, losses, expenses, liabilities, and/ or client or third party actions arising out of or related to any information which the Client provided to the Ekeholm prior to, or during the course of, the Services provided.
3. **Indemnification of Investigative Consultant From Its Services or Information Provided-** Client agrees to indemnify and hold Ekeholm harmless against all claims, damages, losses, expenses, liabilities, and/ or client or third party actions arising out of or related to the Ekeholm's services or information provided therein. Ekeholm shall not be liable for any special, incidental or consequential damages of any type.
4. **Search Reports-** Search reports are performed strictly by the information provided on the subject by the client. Any error in spelling or sequence of numbers can result in wrong information on the subject. A fee of \$25 will be charged to client for bad/erroneous Social Security's provided to Ekeholm for searches that require a Social Security Number. Ekeholm must have a correct Social Security Number of the subject prior to commencing certain searches. Data is supplied from different private sources, databases, computer systems, public information facilities, and government open record institutions. Every attempt has been made to report public agency information accurately. Data may originate in United States or from other countries. Sources may have items that are incomplete, incorrect, omitted, misspelled, or deleted and are not in the control of Investigative Consultant. Human error when compiling this search is possible. All attempts are made to maintain the integrity of this data. Data collected in this search is to be released to the party intended as per your request. Other distribution is prohibited.
5. **Accuracy of Search Results-**The accuracy of information submitted by the Requester will directly determine the accuracy of search results. EKEHOLM AND ASSOCIATES, LLC CANNOT BE HELD LIABLE FOR INACCURACIES CONTAINED IN PUBLIC RECORD INFORMATION, DATABASES ACCESSED, OR REQUESTS SUBMITTED BY THE REQUESTER. While the information furnished is from reliable sources, its accuracy is not guaranteed. All searches are on a best efforts basis; no guarantees, promises or claims are made about potential search or investigation results. All information should be verified as to accuracy, timeliness and legal applications prior to preparation of report(s) or usage of information. Use of available data may be subject to the FCRA and other applicable laws. The client assumes full responsibility for the release of any information obtained with these reports.
6. **Asset Search Information-** Financial asset information is available to state-licensed investigators, law enforcement, first party creditors, attorneys, and qualified businesses. Financial asset searches are performed only where a verified documented judgment exists

and the state of residence of the judgment debtor permits bank garnishments. The requester must be the documented Attorney of Record, Plaintiff, or Assignee of Record. Client certifies that all search requests have a permissible purpose pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681b) Section 604. Ekeholm performs financial assets research in strict compliance with the Gramm-Leach-Bliley Act 15 USC, Subchapter II, Sec. 6821. Client understands that verification and appropriate documentation may be required prior to commencement of any search requiring a permissible purpose. Information will be used in the course of legal proceedings, FCRA approved purposes, and held strictly confidential. Any release of information violates these Terms upon which Ekeholm makes its sale of information in good faith on this basis. All searches are on a best efforts basis only and Ekeholm shall be indemnified from any and all claims arising out of found, not found, frozen accounts, garnished wages, and other potential claims. **The information obtained from financial asset searches is only intended, and to be used, solely to support the legal process and should be followed-up by a subpoena or contact to the garnishment department for information against the bank or institution holding the original information before proceeding with any legal recourse .** Client warrants that financial asset searches are legal and proper in his/her and subject's jurisdiction and comply with all applicable laws (local and state) and Client bears full legal costs in event of suit and further will hold all information confidential. Client agrees that use of data obtained from Ekeholm shall be for legal and moral purposes only and accepts responsibility for its use. Client agrees to indemnify and hold Ekeholm and its suppliers, employees and officers harmless from all damage claims or losses suffered by Ekeholm as a result of possible claims by third parties relating to use of the data provided by Ekeholm.

7. **Consumer Credit Information-** Ekeholm promotes responsible use of the information that it provides. Therefore, Ekeholm states to client, the viewer or user that "Data" obtained from Ekeholm must only be used for lead information only to locate or further identify the subject(s) and whereabouts of assets and should not be used in part or on whole to determine a consumers eligibility for credit, employment, insurance or any other purpose for which a consumer report would be obtained, except in connection with collection of a debt. If adverse action is to be taken against the consumer and the information to be used has been obtained from Ekeholm, it must be verified from another source prior to adverse action. Client is hereby notified that liquid asset information is developed using standard investigative methods including public records, third-party sources, creditors' networks, and databases.

8. Client warrants that he has all required waivers to obtain this information. If the necessary legal waivers have not been obtained, the client agrees to indemnify and hold Ekeholm and Associates, LLC harmless from any and all claims that may or may not result from this lack of proper waivers.

## SECTION V OTHER PROVISIONS

1. **Entire Agreement, Modification, Assignment.** This instrument constitutes the sole and entire agreement between the parties hereto, and all statements, promises, or inducements made by either party or agent of either party that are not contained in this contract shall be void or binding; this contract may not be enlarged, modified, or altered except in writing, signed by both parties and endorsed on this agreement. Client agrees that Ekeholm may assign this agreement to another licensed agency or individual, or may subcontract with another licensed agency or individual to complete this Agreement. Any assignee or subcontractor shall fulfill all the terms and conditions of this Agreement.

2. **Binding Effect.** This agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, executors, assigns, legal representatives, and successors of the respective parties.

3. **Governing Law.** This Agreement is intended as a contract for Investigative Services and shall be interpreted in accordance with the laws of the State of Colorado.

4. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa, and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

5. **Responsibility to Cooperate.** All parties agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement.

6. **Notices.** All notices, including demands, shall be in writing and delivered to Ekeholm's address listed hereunder, either (1) in person, (2) by an overnight delivery service, prepaid, (3) by facsimile transmission (FAX), or (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested. Notice shall be deemed to have been given as of the date and time it is actually received. Notwithstanding the above notice, notice by FAX shall be deemed to have been given as of the date and time it is transmitted if the sending FAX produces a written confirmation with the date, time, and telephone number to which the notice was sent.

7. **Arbitration.** All parties to this agreement agree to abide by the terms in this Agreement. In the event that a dispute arises according to the interpretation of this agreement, all disputes, if unresolved through personal negotiation, will be arbitrated under the rules of the American Arbitration Association, and any judgments in accordance with the above may be entered in a court of competent jurisdiction.

8. **Investigative Consultant's Expertise.** As to any matters not covered in this agreement, Ekeholm is not an expert and Client is encouraged and advised to seek expert advice and to retain appropriate experts such as lawyers, accountants, law enforcement officials, and the like, as appropriate. Ekeholm is not licensed to practice law nor is providing duties as a certified law enforcement, insurance, or financial/ securities agent. Client acknowledges that if matters, other than those listed as services provided by Ekeholm, are a concern to them, then they have sought and obtained independent advice relative thereto.

9. **Attorney's Fees and Costs of Collection.** Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to the payment of his reasonable attorney's fees, plus all costs of collection.

10. **No Waiver.** Any failure of Ekeholm to seek redress for the violation of, or to insist upon, the strict and prompt performance of any covenants or conditions of this agreement shall not operate as a waiver of any such violation or of Ekeholm's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Ekeholm for any such violation. Acceptance by Ekeholm of any late payment or partial payment shall not constitute a waiver of any rights of Ekeholm, including, without limitation, the right to terminate this Agreement. The receipt of any payment by Ekeholm with the knowledge of such breach shall not operate as a waiver of such breach. No provision, covenant or condition of this agreement may be waived by Ekeholm unless such waiver is in writing and signed by Ekeholm.

11. **Remedies Cumulative.** All rights and remedies available to Ekeholm by law, including but not limited to those described herein, shall be cumulative and concurrent.

12. **Headings.** All headings and subheadings employed within this agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this agreement.

13. **Investigative Consultant's Fee-** Any fees listed in Ekeholm's literature, web site, or quoted by a salesperson indicate a range of prices and may not show the exact price that you will be charged for a given service. This list is not necessarily complete as to services available, information required, or results of the various services. This is intended as a quick reference only. Ekeholm reserves the right to amend, change, or discontinue his prices and/or services at any time.

14. **Client Misrepresentation-** Client attests that he has not misrepresented himself, his company, organization or his purpose for viewing Ekeholm's website for requesting any services from Ekeholm. Client understands that misrepresentation in this agreement may result in civil and criminal action against Client and/ or his organization, employees and affiliates. Ekeholm reserves the right to refuse client's specific requests at any time and cooperate with law enforcement officials when misuse of information or unlawful activity is suspected. Client agrees that visitation to Ekeholm's website or placing of a search request is not for the purpose of entrapment, sting operation, nor pursuit of Ekeholm, its employees, vendors, clients, affiliates nor officers. **EKEHOLM RESERVES THE RIGHT TO REFUSE TO PROVIDE INFORMATION TO THE CLIENT FOR SECURITY, SAFETY, UNLAWFUL, OR IMMORAL REASONS.**

**SECTION VI  
SPECIAL STIPULATIONS.**

Please list all individuals whom Ekeholm has permission to correspond with:

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this agreement on \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Client's Signature /Title	Manager, Ekeholm and Associates, LLC
Printed Name	Printed Name of Manager on Behalf of Ekeholm and Associates, LLC
Street Address	P.O. Box 4561
City, State Zip	Breckenridge, Colorado 80424
Telephone Number	Office: 877-219-0732 Fax: 800-760-4361 E-Mail: info@ekeholm.com
Fax Number	Website: <a href="http://www.ekeholm.com">www.ekeholm.com</a>
Bar/PI License Number (if applicable)	



Payment Authorization Form

Client Information (Please Print):

Company Name:
Primary Contact:
Physical Address:
Mailing Address:
Telephone:
Website:
State License #:
Number of Locations:
Home-Based?:

Invoicing / Billing Information:

Billing Contact:
Mailing Address:
Telephone:
Fax:
E-Mail:

Preferred Payment Method (Must Complete): Please provide the following information:

Payment method checkboxes: Visa, MasterCard, American Express
Credit Card #:
Expiration Date:
Card Holder's Name:

CVV Number (For Visa/MC, it is the last 3 digits after the credit card number in the signature area on the back of the card ; for Amex, you can find your four-digit card verification number on the front above the card number on either the left or right side of card).

Card Billing Address:
City:
St:
Zip:

Please Invoice (Net due within 30 days)

Terms: Unless prior approval has otherwise been granted, we must have a credit card on file to secure credit and to establish all new accounts. Payment for Invoices not received within the 30-day payment terms will be applied to the credit card on file as listed above. Please call our office to discuss our credit terms or to request an exemption.

Name and E-Mail to Receive Correspondence/Report Results:

Please sign and fax completed Services Agreement (all 5 pages) to (800) 760-4361