

SERVICE AGREEMENT BETWEEN CIA & CLIENT

SERVICE: The client will be provided with consumer, business, public record and other data through Clear Investigative Advantage, LLC (CIA). CIA guarantees the client that it will use the best means and efforts to fulfill each clients request in the most efficient and expeditious manner. CIA will have no obligation or liability to the client for any delay or failure of its network due to circumstances beyond its control.

GENERAL USE OF DATA: Client agrees the information may not be used for purposes prohibited by Local, State, or Federal law and regulations thereof.

COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT: The client acknowledges that any information, or report, which is covered by the FAIR CREDIT REPORTING ACT (public law 91-508, 15 USC section 1681, et seq. subsections 604-615) will be requested and used by the client in FULL compliance with the terms and intent of that act. The client Understands that the purpose of requesting information covered by the FAIR CREDIT REPORTING ACT must be identified, that the information received is for the client's use only. And that there are criminal penalties for willful violation of this ACT.

* Pursuant to the Driver's Privacy Protection Act of 1994 (DPPA), you may only access Motor Vehicle Reports for one of the following permitted uses.

- 1) Use by a court, law enforcement agency or other government agency.
- 2) Use for any matter of motor vehicle or driver safety or theft to inform an owner of a towed or impounded vehicle; or by an employer or insurer to obtain or verify information relating to a holder of a commercial driver's license.
- 3) Use in the normal course of business, to verify the accuracy of personal information submitted by the individual to the business and, if the submitted information is incorrect, to obtain correct information, but only for the purpose of preventing fraud by, or pursuing legal remedies against, the individual.
- 4) Use in connection with a civil, criminal, administrative, or arbitral proceeding.
- 5) Use in research or in producing statistical reports, but only if the personal information is not published, re-disclosed, or used to contact any individual.
- 6) Use by an insurer or insurance support organization, in connection with claims investigation activities, anti-fraud activities, rating or underwriting.
- 7) For any other use if the motor vehicle department has provided a notice that personal information may be disclosed to any business or person and has provided an opportunity to prohibit such disclosures.
- 8) Use by a licensed private investigative agency or licensed security service for a purpose permitted in items 1 through 7 above.
- 9) Written consent of subject - Copy of signed consent must be faxed to CIA prior to the request being filled. (214) 382-2732.

By inputting your response and proceeding with your search, you hereby certify to CIA that you are in, and assume full responsibility for, compliance with the DPPA and you agree to indemnify, defend and hold CIA harmless from any breach of the DPPA by you, your agents or contractors and any damages, fees and costs associated therewith. Information from this file may not be used to determine a customer's eligibility for credit, insurance or employment pursuant to the Fair Credit Reporting Act, (15 U.S.C. Sec. 1681).

CIA provides clients with the most accurate and up to date information available. Whenever possible, CIA retrieves information directly from the courthouses. However, CIA cannot guarantee the accuracy of court maintained records and statewide database searches. Therefore, CIA cannot be held liable for any misinterpretations or errors in data reported. CIA shall not be responsible for any errors or omissions produced by secondary dissemination of this data and in no event should be held liable to a subscriber in any manner.

Client shall indemnify, defend and hold CIA harmless from all claims, damages, or liability, whatsoever arising out of the services or data. All notices hereunder shall be given in writing to CIA, certified mail, return receipt requested, postage prepaid, at 17000 Preston Rd, Suite 140, Dallas, TX 75248. If any action shall be brought on account of any breach of, or to enforce any of the terms of this agreement, CIA shall be entitled to receive from client, a reasonable attorney's fee. Any legal action or proceeding with agreement against client shall be brought only in the courts of Dallas County in the State of Texas.

This is not a contract. Our agreement basically states that CIA and your firm are in compliance with the Fair Credit Reporting Act to perform background checks for reasons of employment. Invoices are sent at the end of each month, and payment terms are net 30 days.

Client will execute this agreement upon payment for a search.