TO HIRE US:

1. Fill out all of the forms below. You can type directly on the forms using your computer and print them out if your computer allows you to, or you can print them and then fill them out by hand.

2. Make sure to fill out the credit card payment form or make other payment arrangements for your initial case fee amount.

3. You may fax all completed and <u>HAND SIGNED</u> forms to our office at (586) 285-6000. You may also scan and email the forms to: <u>info@eyespyinvestigations.com</u>

4. An investigator will contact you at the phone number and/or email address you supplied.

5. If you have any questions about hiring us, please call us at (586) 285-5000.

www.EyeSpyInvestigations.com

If you wish to mail or drop off forms, please use the following address:

EYE SPY INVESTIGATIONS, INC. 32059 Utica Road Fraser, MI 48026

24 hour / 7 days contact number: (586) 285-5000AGREEMENT FOR

PROFESSIONAL SERVICES

This agreement is between ______ ("Client"), an individual, and Eye Spy Investigations, Inc. ("Agency"), a private detective agency licensed under the laws of the State of Michigan. Client is jointly hiring Michael Torrice, as a licensed individual. Agency agrees to provide Client with the investigative services that Client has requested. Agency will investigate crimes or wrongs done against Client, and Client agrees to use any information received during the course of the investigation for legal purposes only. Client agrees to follow all Local, State and Federal laws regarding this case.

Client agrees to pay a **NON-REFUNDABLE** case fee of **\$______** to engage services, at a **minimum** rate of **\$ 60.00 PER HOUR, PER PERSON**, which will be deducted from the case fee. Case fee is the minimum fee required to hire Agency. Hourly rate may fluctuate, at Agency's discretion, based upon agents experience and credentials, in dealing with each particular case. Holidays will be billed at <u>time-and-a-half</u>. Electronic forensic work is billed at <u>double-time</u>. Client will be responsible for any and all additional expenses related to the case, at Agency's sole discretion, including but not limited to: (mileage, meals, lodging, airfare, travel costs, equipment rental, reimbursable expenses, professional or attorney consultation costs, etc.)

Client agrees that there is a **FOUR (4) HOUR DAILY MINIMUM** when requesting services, which is deducted from the case fee. All phone calls, emails, and text messages, to and from Agency, will be billed at the above rate, in minimum of ¼ hour increments. Client agrees that phone calls to and from Agency may be tape recorded to document conversations and discussions. Any time spent discussing matters related to the investigation with the client will be billed at the agreed investigative rate. Furthermore, any time spent researching any possible leads, information, or tips will be billed to the client. Report writing, video editing, court appearances, etc., will be billed at the above rate. Database lookups, internet research, public record searches, vehicle information, etc., will incur additional costs, based upon costs to Agency and other variables. Client agrees that charges for these other services are in addition to hourly rate, and Client agrees to pay for such additional services as required for the case. Agency will be paid in advance for eight (8) hours, <u>prior</u> to any court appearance or testimony.

Agency will begin working on the case as soon as they receive the necessary <u>NON-REFUNDABLE</u> case fee. Client understands that the <u>NON-REFUNDABLE</u> case fee is based not only on the complexity of the case, but also on the investigators experience and expertise in handling such matters, and on the fact that this matter will require Agency to set aside a considerable amount of time to further Client's interests. Agency may, from time to time, request additional monies, in amounts estimated by them, necessary to cover any fees and expenses for the ensuing investigation. Agency will cease investigation if funds are not received. <u>CLIENT AGREES THAT ALL CREDIT CARD CHARGES, AND OTHER PAYMENTS, ARE NON-REFUNDABLE.</u>

Client understands that Agency shall, under its best efforts, investigate the matter for which it was hired. Because the resolution of this matter is significantly affected by circumstances beyond the control of Agency, <u>Client understands that the agency cannot guarantee or promise any results whatsoever</u>. Client is aware that all evidence they receive may be the only evidence in existence and Client is solely and fully responsible for it. Agency shall not be responsible for lost or misplaced evidence. Copies may or may not be kept on file.

Agency will represent Client's interests to the best of its ability, and Client agrees to cooperate fully with Agency during the period that services are rendered. Under no circumstances shall Client interfere, or go to the site of an investigation. <u>If Client is</u> found to be present at the location of an investigation, Agency will end the investigation and Client will lose entire case fee. Additionally, Agency may withdraw its services at any time, if Client has interfered with an investigation, or for any other reason at Agency's complete discretion, resulting in a complete loss of any case fee. Client understands that Agency employees are not licensed attorneys, and Client must contact an attorney for legal advice. Client gives Agency's employees and agent's permission to enter into or onto any real property or vehicles that Client owns or possesses, for purposes of furthering their investigation, which includes but <u>is not limited to</u> the installation of electronic GPS tracking, voice recording, and video devices.

Client agrees that this case may be assigned by Agency, to another company, to assist Agency. Client further agrees to indemnify and hold harmless Agency and/or its agents, officers and employees from any and all actions, causes of actions, claims, damages and demands of whatever type, wherever situated, arising directly or indirectly from the investigation which Client has requested. Client agrees that Agency retains a copyright on all materials and evidence provided and nothing may be duplicated or made public without the written permission of Agency. Agency may broadcast video obtained, as long as confidentiality is retained. Client is an individual and agrees to be held personally responsible and liable for payment to Agency.

In the event of default in payment of sums due hereunder and if the agreement is placed in the hands of an attorney at law for collection, Client agrees to pay all costs of collection, including but not limited to reasonable attorney fees. Client agrees that the venue of jurisdiction for any court action shall be Macomb County, Michigan. Waiver of Privilege on the following page will apply. If any part of this agreement is deemed void or invalid, the remainder shall remain in effect, valid, and enforceable.

(CONTINUED FROM PAGE 1)

Client understands that Agency will <u>attempt</u> to perform the services requested, but also understands that <u>results are NOT</u> <u>guaranteed</u> since matters are beyond Agency's control. Client agrees to pay Agency for services attempted, even if Agency cannot fully perform them. Client agrees that Agency gets paid whether services are completed in full, partially, or not at all.

Client agrees not to disparage Agency, or post any negative statements, reviews, comments, or feedback about Agency or services provided, to any third party, whether orally or in any written publication or online forum, chat room, or message board, including <u>but not limited</u> to: Facebook, Twitter, and Yelp. Parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a failure to comply with this provision. Parties agree that in the event it is established that Client has violated this provision, liquidated damages of <u>\$50,000.00</u> shall be payable to Agency.

Client acknowledges that they have read <u>Page 1</u> and <u>Page 2</u> of this agreement, and also the outlined boxes below, before signing it, and agrees to be bound by its terms and conditions, and has received a copy of it. By signing below, Client agrees to bind their heirs, personal representatives, any legal representatives, and any successors to this agreement and its terms. If any portion of this agreement is held to be invalid, then the remainder shall still retain its full force and effect.

Upon execution of this document by both parties, and payment of the case fee indicated on Page 1, Agency agrees to move forward with Client's case, pursuant to the terms of this agreement. For purposes of this contract, and for any credit card authorizations, I agree that an electronic signature and any facsimile, copied, emailed, scanned, or photographed signature shall be deemed as valid as an original. Verbal authorization for continued services shall be deemed as valid as written authorization.

AGREEMENT NOT TO SOLICIT

Due to the extensive costs Agency has incurred in hiring, training and employing its employees and sub-contractors, Client agrees, that from the date of this agreement, and for a period of thirty-six (36) months following the last day of any services rendered, not to, in any capacity, directly or indirectly, solicit, employ, contract or retain any employee or sub-contractor of Agency without Agency's written consent. If Client violates the above, Client agrees to immediately pay Agency, five thousand dollars (\$5000.00) in liquidated damages, for each occurrence or violation. Client further understands and agrees that all prior privileged communication is waived, confidentiality will end, and Agency may discuss case with other parties.

WAIVER OF PRIVILEGE

In the event of any dispute of services rendered, dispute of payment, or any fraud or misrepresentation made by Client, Client hereby waives and relinquishes all rights and claims of any Private Detective-Client Privilege or confidentiality under any law, and gives permission and allows agents of Eye Spy Investigations, Inc., at their discretion, to discuss Clients case in full with, and divulge any case matters with, any other person or entity, including but not limited to: credit card companies, banks, courts, attorneys, media, my friends, my neighbors, my relatives, and any investigative subjects or suspects that Client has requested an investigation upon.

CREDIT CARD AUTHORIZATION

I AM AN AUTHORIZED SIGNER ON THIS CREDIT CARD ACCOUNT. I HEREBY AUTHORIZE THE FOLLOWING AMOUNT TO BE CHARGED TO MY CARD. THE ISSUER OF THE CARD IDENTIFIED ON THIS ITEM IS AUTHORIZED TO PAY THE AMOUNT SHOWN BELOW. I PROMISE TO PAY SUCH AMOUNT SUBJECT TO AND IN ACCORDANCE WITH THE AGREEMENT GOVERNING THE USE OF THE CARD. I UNDERSTAND AND AGREE THAT THERE IS A <u>"NO REFUND"</u> POLICY FOR GOODS AND SERVICES. <u>I ALSO AUTHORIZE</u> <u>ANY ADDITIONAL CHARGES NOT INDICATED BELOW FOR ADDITIONAL SERVICES RENDERED.</u> BY SIGNING BELOW I AGREE THAT I AM FULLY SATISFIED WITH THE GOODS AND SERVICES ORDERED AND I HAVE RECEIVED GOODS AND SERVICES AS EXPECTED.

| NAME ON CARD: | CARD: | | AMOUNT TO BE CHARGED: \$ | |
|---------------|-------|------|--------------------------|------|
| CARD NUMBER: | | EXP: | | CVV: |
| ADDRESS: | CITY: | | STATE: | ZIP: |

By signing below, I accept all terms and conditions of this contract. I also authorize all payments and credit card charges. <u>I UNDERSTAND THERE IS A NO-REFUND POLICY AND ALL CASE FEES AND PAYMENTS ARE NON-REFUNDABLE</u>

CONFIDENTIAL CLIENT INFORMATION

| NAME : | (First) | (M) | | | | |
|---|---------|-------|--|--|--|--|
| ADDRESS : | | · · | | | | |
| CITY : | STATE : | ZIP : | | | | |
| E-MAIL : | | | | | | |
| PHONE : (Home) | | | | | | |
| (Cell) | (Other) |) | | | | |
| How did you hear about our company | ? | | | | | |
| If you searched the internet to find us, which site did you use ? | | | | | | |
| If you were referred to us by a person, who was it ? | | | | | | |
| May we leave messages on your voicemail ? | | | | | | |
| Is it OK to communicate with you at the E-mail address listed above ? | | | | | | |
| Is it OK to communicate with you at the phone numbers listed above ? | | | | | | |
| Has another Private Investigator worked on this case within the past year ? | | | | | | |
| Are you anticipating any legal action by you or against you in this case ? | | | | | | |
| Have you spoken with an attorney for legal advice ? | | | | | | |
| Have you ever been employed as a Private Investigator ? | | | | | | |
| Are you hiring us with false pretenses or conducting an investigation on us ? | | | | | | |
| ONLY IF YOU ARE REQUESTING "SURVEILLANCE" ON SOMEONE, ANSWER THE FOLLOWING: | | | | | | |
| Has anyone, including yourself, tried following the person in the past year ? | | | | | | |
| Are there any police complaints or stalking allegations filed against you ? | | | | | | |
| Does the person have any knowledge that they are being investigated ? | | | | | | |
| Have you told any other person that you are hiring us ? | | | | | | |

SUSPECT / SUBJECT INFORMATION

| NAME : | | | | | |
|--|---------------------|---------|--|--|--|
| (Last) | (First) | (M) | | | |
| ADDRESS : | | | | | |
| СІТҮ : | STATE : | ZIP : | | | |
| DRIVER'S LICENSE : | | STATE : | | | |
| D.O.B. : S.S.N. : | RACE : | SEX : | | | |
| HEIGHT : WEIGHT : | HAIR : | EYES : | | | |
| TATTOOS : GLA | ASSES: FACIAL HAIR: | | | | |
| OTHER IDENTIFIERS : | | | | | |
| PHONE : (Home) | (Work) | | | | |
| (Cell) | (Other) | | | | |
| OCCUPATION: | | | | | |
| PLACE OF EMPLOYMENT : | | | | | |
| ADDRESS : | | | | | |
| СІТҮ : | STATE : | ZIP : | | | |
| VEHICLE : (Year) | (Plate) | | | | |
| (Make) | (Model) | | | | |
| (Color) | (VIN) | | | | |
| DOES SUBJECT PARK THEIR VEHICLE IN A GARAGE AT NIGHT ? | | | | | |
| DOES SUBJECT CARRY A WEAPON ? | | | | | |
| DOES SUBJECT KNOW HE/SHE IS BEING INVESTIGATED ? | | | | | |
| DOES SUBJECT HAVE A CRIMINAL RECORD ? | | | | | |
| DOES SUBJECT USE ALCOHOL OR DRUGS ? | | | | | |
| IS SUBJECT CURRENTLY INVOLVED IN ILLEGAL ACTIVITY ? | | | | | |
| IS SUBJECT A DANGEROUS PERSON ? | | | | | |

CONFIDENTIAL CASE FACTS AND EVIDENCE REQUESTED

PLEASE TELL US EXACTLY WHY YOU NEED OUR SERVICES AND WHAT YOU WOULD LIKE US TO DO FOR YOU. PLEASE BE AS SPECIFIC AS POSSIBLE AS WE WILL USE THIS STATEMENT TO HELP US OBTAIN THE INFORMATION OR EVIDENCE YOU NEED. ALL INFORMATION YOU GIVE US IS COMPLETELY CONFIDENTIAL AND NOBODY WILL EVER SEE THIS STATEMENT UNDER ANY CIRCUMSTANCES, NOT EVEN IF THEY HAVE A SUBPOENA OR COURT ORDER.