



CLIENT SERVICE AGREEMENT

Client Name: _____ ("CLIENT")

Client Address* _____

**Client's physical address is required for legal / record keeping purposes, however, T&M will deliver all reports, invoices and other correspondence pursuant to the Delivery of Correspondence Instructions provided by Client on page 10 below.*

CLIENT hereby retains T&M Protection Resources, LLC ("T&M") to provide investigative services, litigation support, data forensics, information security, sexual misconduct consulting and investigations, security consulting, executive protection and / or such other related services on behalf of CLIENT as CLIENT or their authorized representative(s) shall request from T&M ("SERVICES").

This CLIENT SERVICES AGREEMENT ("CSA") shall govern all SERVICES performed for CLIENT by T&M, on any matters handled by T&M on behalf of CLIENT, until this CSA is revised or terminated in writing signed by CLIENT and T&M.

SERVICES under this CSA shall be rendered pursuant to a written Statement of Work ("SOW") executed by T&M and CLIENT, that describes the specific services to be rendered, the fees and charges for those services and any additional terms and conditions agreed to by T&M and Client. Each SOW will constitute a separate and independent contract for the applicable services between T&M and Client. Each SOW will incorporate the terms and conditions of this CSA. If there is a conflict between the provisions of this CSA and a SOW, the provisions of the SOW shall control. When time is of the essence, email correspondence between T&M and the CLIENT describing the scope of work being authorized and the fees and charges agreed to, may fulfill the requirement of a written SOW.

The specific services and fees referenced in any SOW may be modified or added to by an exchange of emails confirming the modifications or additions.

RETAINERS, BILLING, OUTSTANDING ACCOUNTS

CLIENT agrees to pay to T&M, all fees, costs and expenses in connection with the SERVICES as set forth herein.

T&M requires an advance retainer payment prior to performance of any SERVICES. All invoices for SERVICES not paid for in advance are ***due and payable in full when presented to CLIENT***. Any invoice not paid within thirty (30) days of its billing date shall accrue interest at the rate of eighteen percent (18%) per annum until paid. If CLIENT provides a credit card as security for, or

230 Park Avenue, Suite 440, New York, NY 10169

tel: 646.445.7800 • fax: 866.766.6070 • email: investigations@tmprotection.com

This business is licensed by the New York State Department of State, Division of Licensing Services



CLIENT SERVICE AGREEMENT

as a method of payment, CLIENT authorizes T&M to bill any invoice(s) to such credit card ten (10) days after the billing date of such invoice unless CLIENT provides T&M with alternative payment arrangements which are satisfactory to T&M within such ten (10) days or CLIENT disputes the invoice in writing within such ten (10) day period. In the event CLIENT disputes any credit card

charge, and T&M ultimately prevails with respect to such dispute, CLIENT agrees to pay to T&M any and all costs and expenses incurred in connection with such dispute including but not limited to reasonable attorneys fees.

In the event that T&M refers any outstanding balance due from CLIENT to its agents or attorneys for collection, (or if T&M brings suit against CLIENT for breach of any covenant contained herein) CLIENT agrees to pay T&M its reasonable collection costs and attorney's fees, whether or not any court action is filed. The parties hereby agree that "reasonable attorney's fees" in this context shall be *thirty-five percent (35%) of the total amount due* and owing at the time any account is referred for collection, \$2,500.00, or actual attorney's fees, whichever is greater.

Notwithstanding any of the foregoing, T&M shall have the right to cease work at any time during the performance of the SERVICES if any invoice is not paid in full when due. CLIENT hereby releases T&M from any liability whatsoever and waives any and all claims against T&M for any and all consequences resulting from T&M's termination of SERVICES for non-payment.

CLIENT agrees and acknowledges that NO reports, evidence or work product of any kind will be furnished or released unless and until all outstanding invoices are paid in full.

BUDGETS

New York State law requires contracts for investigative services billed on an hourly basis to contain a fee or hours limitation unless expressly waived. CLIENT acknowledges that such requirement is to protect CLIENT from being billed for hours beyond what they authorized or anticipated. CLIENT hereby waives such requirement and CLIENT agrees to advise T&M, in writing, if at any time CLIENT wishes T&M to cease work, or CLIENT wishes to set a specific limitation as to the number of hours to be devoted to any particular matter, or other specific budgetary limitation. Absent such written notification, T&M will use its professional discretion in accomplishing the CLIENT's stated objectives and will bill the CLIENT periodically while the matter is being worked on.

230 Park Avenue, Suite 440, New York, NY 10169

tel: 646.443.7800 • fax: 866.766.6070 • email: investigations@tmprotection.com

This business is licensed by the New York State Department of State, Division of Licensing Services



CLIENT SERVICE AGREEMENT

CLIENT ASSUMES FULL RESPONSIBILITY FOR REQUESTING ANY BILLING / BUDGET UPDATES BETWEEN BILLS UNLESS SPECIFIC LIMITATIONS OR CONTRARY INSTRUCTIONS HAVE BEEN PROVIDED TO T&M IN WRITING.

JURISDICTION, SERVICE OF PROCESS, WAIVER OF JURY TRIAL, CHOICE OF LAW

CLIENT hereby agrees that any dispute arising under or in connection with this CSA or any SERVICES rendered hereunder shall be adjudicated exclusively in the Courts of the State of New York in and for the County of New York. CLIENT hereby consents to personal jurisdiction in any such court in any action brought in connection with this CSA and hereby waives any defenses based on lack of personal jurisdiction and any objections to venue in such courts. CLIENT further agrees that service of process in any such suit shall be deemed valid if made by Certified Mail, Return Receipt Requested to the address for CLIENT listed above, and that any photocopy or facsimile of this agreement shall be as valid and enforceable as if same were an original.

CLIENT HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION OF THIS CSA OR IN ANY CONNECTION ARISING OUT OF ANY SERVICES RENDERED HEREUNDER.

NATURE OF SERVICES & INDEMNIFICATION

CLIENT acknowledges that T&M is not a law firm and that SERVICES provided by T&M do not constitute legal services; that T&M is not engaged in rendering legal advice or opinions and that any advice or opinions offered by T&M or any of its employees, officers or agents is not intended as legal advice and is not to be relied upon by CLIENT as such.

CLIENT assumes full responsibility for its use of any information provided by T&M, and for ensuring that such use is permitted by all applicable state, federal and local laws and regulations.

CLIENT agrees to defend, indemnify and hold T&M harmless from and against any and all claims, suits, causes of action or liabilities arising from or in connection with: 1) the use (or misuse) of any information provided by T&M to CLIENT or any other person at CLIENT's request; or 2) any of the SERVICES, where the SERVICES are performed in good faith based upon information provided by CLIENT or CLIENT's representative(s).

NO CONTINGENT FEES

CLIENT understands and acknowledges that contingent fee arrangements with Private Investigators are prohibited by law in New York and accordingly, ***CLIENT is paying for the time and efforts of T&M in attempting to obtain the desired results, and not for specific results.*** No specific

230 Park Avenue, Suite 440, New York, NY 10169

tel: 646.445.7800 • fax: 866.766.6070 • email: investigations@tmprotection.com

This business is licensed by the New York State Department of State, Division of Licensing Services



CLIENT SERVICE AGREEMENT

results are guaranteed, and payment of fees is based strictly on hours worked and expenses incurred unless a fixed or flat fee has been agreed upon in writing in advance of the SERVICES.

CONFIDENTIALITY & DISCLOSURE OF CONFIDENTIAL INFORMATION

T&M and its representatives will not disclose, without appropriate permission, the content of any oral or written confidential communication received during this engagement, nor any information that is obtained as a result of any investigation conducted by T&M.

If any person or entity requests or subpoenas any information or materials relating to this engagement which is within our custody or control (or the custody or control of any of our agents or representatives), we will inform you of such request or subpoena. Should you require us to take any legal action to seek protection against disclosure of such information or materials, you will either retain legal counsel to represent us or will indemnify us for all costs and expenses, including reasonable attorney's fees and disbursements, resulting from such action; and you will compensate us based on our hourly rates for all time we spend in and out of court in connection with such action.

CHILD PORNOGRAPHY & CRIMINAL CONDUCT

T&M holds itself to the highest standards of integrity and professional ethics, and strictly adheres to all applicable New York State Laws regarding confidentiality of CLIENT's information, and all applicable legal privilege. *Notwithstanding any of the foregoing, CLIENT is hereby advised and agrees that if during the course of any investigation on CLIENT's behalf, T&M uncovers: 1) Child Pornographic Material or 2) Clear and convincing evidence of imminent criminal conduct which is likely to result in physical harm to any natural person; then T&M shall make appropriate notifications to law enforcement or other appropriate governmental authority as and when deemed appropriate in T&M's sole and absolute discretion.* CLIENT hereby releases T&M from any liability whatsoever, and forever waives any claim against T&M in connection with any such report made by T&M pursuant to the foregoing, regardless of whether the subject of the report is the CLIENT, or any other person with respect to whom such information is uncovered in the course of any SERVICES being provided by T&M to the CLIENT.

OWNERSHIP / RIGHT TO ACCESS / INDEMNITY

CLIENT represents, warrants and covenants that any computers, media, evidence or other items which CLIENT provides to T&M, or provides T&M access to, or any property or location to which Client provides T&M physical access, is the CLIENT's property or that CLIENT has legal authority to provide such access and to permit T&M to forensically examine the same without violating the rights of any third party. CLIENT agrees to indemnify, defend and hold T&M harmless from and

230 Park Avenue, Suite 440, New York, NY 10169

tel: 646.445.7800 • fax: 866.766.6070 • email: investigations@tmprotection.com

This business is licensed by the New York State Department of State, Division of Licensing Services



CLIENT SERVICE AGREEMENT

against any claims, suits, causes of action or liabilities of any kind whatsoever, arising from or in connection with T&M's possession of or access to any such items or access, presence upon or work at any such location, whether CLIENT has breached this warranty or not.

MOTOR VEHICLE INFORMATION

T&M may conduct motor vehicle records searches during the course of an investigation. Access to motor vehicle records is limited to those cases and circumstances which satisfy the requirements of the Driver Privacy Protection Act (18 U.S.C. 2721 "DPPA") and other applicable state, county or municipal regulations. CLIENT acknowledges and agrees that T&M shall, as required by any law or grant of records access privileges, maintain records regarding its motor vehicle searches and shall, at the direction of a competent authority, disclose the searches conducted as well as the identity of any parties to whom such information was released, including the identity and contact information of the CLIENT if required.

ENTIRE AGREEMENT

It is mutually agreed that this CSA contains the entire agreement between the parties hereto, and shall be binding upon the parties, their successors, transferees and assigns. This CSA may not be modified or amended, except in writing, and signed by T&M and the CLIENT, with the sole exception that the CLIENT may at any time provide T&M written notice to stop work, or of any fee cap or budgetary restriction(s), which T&M will adhere to as of the date of actual receipt of such written notice.

LIMITATION OF LIABILITY

CLIENT expressly agrees and acknowledges that CLIENT's sole remedy in the event of any claim by CLIENT against T&M arising out of or in connection with the performance of the SERVICES, or any alleged failure to perform any SERVICES, shall be limited to the amount paid to T&M for the SERVICES. If the SERVICES involve T&M's access to any equipment, systems or data of the CLIENT or any third party at the CLIENT's direction, T&M shall not be held liable for any direct, indirect, incidental or consequential damages arising from damage to, loss, or loss of use, of any such equipment, system(s) or data. Client further agrees to defend, indemnify and hold T&M harmless from and against any claims, suits or other liabilities asserted against T&M by any third party whose equipment, systems or data T&M has accessed in connection with the services at the Client's direction.

230 Park Avenue, Suite 440, New York, NY 10169

tel: 646.445.7800 • fax: 866.766.6070 • email: investigations@tmprotection.com

This business is licensed by the New York State Department of State, Division of Licensing Services



CLIENT SERVICE AGREEMENT

FEES, COSTS & EXPENSES

Unless otherwise agreed to in a specific SOW or other writing prior to commencing work, all SERVICES will be billed as follows, on an hourly basis, in minimum increments of one quarter hour. (Services not listed below will be billed at prevailing rate(s), as approved by the CLIENT in advance.)

PRIVATE INVESTIGATIONS:

Vice President (N. Himonidis)	\$525 / hour
Director	\$325 / hour
Senior Technical Investigator	\$295 / hour
Senior Investigative Analyst	\$295 / hour
Senior Investigator	\$195 / hour
Investigator / Technical Specialist	\$175 / hour
Support Staff	\$150 / hour

BUSINESS INTELLIGENCE & ANALYSIS:

Managing Director	\$295 / hour
Senior Investigative Analyst	\$275 / hour
Investigative Analyst	\$225 / hour
Support Staff	\$150 / hour

SEXUAL MISCONDUCT CONSULTING & INVESTIGATION SERVICES:

Vice President	\$525 / hour
Senior Managing Director	\$500 / hour
Managing Director	\$475 / hour
Senior Consultant	\$400 / hour
Project Manager	\$175 / hour
Project Assistant	\$125 / hour

230 Park Avenue, Suite 440, New York, NY 10169

tel: 646.445.7800 • fax: 866.766.6070 • email: investigations@tmprotection.com

This business is licensed by the New York State Department of State, Division of Licensing Services



CLIENT SERVICE AGREEMENT

COMPUTER FORENSICS AND RELATED TECHNICAL SERVICES:

FORENSIC IMAGING (COLLECTION OF EVIDENCE) at a FLAT RATE* of:

Data Imaging		Analysis (est.)
Server or SAN	\$5,250 / volume	16-32 hours
Workstation	\$1,500 / device	4-16 hours
Handheld	\$750 / device	4-8 hours

HOURLY SERVICES (all Data Forensic Services other than Data Collection):

Vice President/MD	\$540 / hour	\$4,320 / day
Director/Technical Manager	\$450 / hour	\$3,600 / day
Senior Forensic Engineer II	\$385 / hour	\$3,080 / day
Senior Forensic Engineer I	\$325 / hour	\$2,600 / day
Forensic Engineer II	\$295 / hour	\$2,360 / day
Forensic Engineer I	\$245 / hour	\$1,960 / day
Admin/Miscellaneous	\$175 / hour	\$1,400 / day

* Flat Rates apply to the imaging process and all related equipment and forensically sterile media at T&M's offices / labs. Flat rates do not include time and charges for travel for imaging / collection of evidence on site; stand-by time or consulting with Client or counsel regarding details of imaging, court orders and related issues, all of which will be billed at the above hourly rates.

EXECUTIVE PROTECTION:

Senior Vice President	\$450 / hour
Executive Protection Operations Manager	\$250 / hour
Supervisor	\$225 / hour
EP Agents – Urgent/ Temporary Deployment*	\$125/ hour

* Deployment on less than 48 hours' notice, for less than 40 hours / week or for less than 2 weeks. Longer term EP coverage with at least 48 hours' notice may qualify for a standard EP deployment contract at a lower rate).

The above hourly rates apply to all SERVICES including but not limited to: consultations, field investigations, *travel* (based on round trip travel to and from the office of T&M from which an operative is dispatched), research, telephone calls (including calls with CLIENT), file review, conferences between T&M personnel, conferences with CLIENT and/or CLIENT's agents,

230 Park Avenue, Suite 440, New York, NY 10169

tel: 646.445.7800 • fax: 866.766.6070 • email: investigations@tmprotection.com

This business is licensed by the New York State Department of State, Division of Licensing Services



CLIENT SERVICE AGREEMENT

attorneys, or others at CLIENT's request, preparation for field investigations, processing evidence, report writing, and appearances in court, at depositions or other formal proceedings.

There is a minimum charge of four (4) hours per operative, per day, for all field responses, operations and appearances in connection with litigation.

There is a six (6) hour minimum per operative, per day, on all Executive Protection Deployments.

MINIMUM FEE

Notwithstanding the above hourly rates, unless expressly waived by T&M in writing, there will be a minimum fee of \$3,500.00 for any matter once work has commenced, regardless of hours billed or costs incurred.

OTHER PROVISIONS

Many investigative and security services are subject to sales tax in New York and other states. All invoices from T&M will include applicable sales tax unless CLIENT provides a valid tax exempt certificate or the SERVICES provided on any particular project or matter consist solely of services which are not subject to sales tax.

T&M does not issue refunds to credit card accounts. Any credit balance or refund due to CLIENT will be refunded by Check, within 30 days of client's written request and T&M's approval of same.

This Agreement may be executed in counterparts, each of which shall be deemed an original, which together shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

230 Park Avenue, Suite 440, New York, NY 10169

tel: 646.445.7800 • fax: 866.766.6070 • email: investigations@tmprotection.com

This business is licensed by the New York State Department of State, Division of Licensing Services



CLIENT SERVICE AGREEMENT

By signing below, CLIENT acknowledges that CLIENT has READ THIS AGREEMENT IN ITS ENTIRETY AND THAT CLIENT UNDERSTANDS EACH AND EVERY PROVISION HEREIN.

T&M PROTECTION RESOURCES, LLC

A handwritten signature in black ink, appearing to read 'Nicholas G. Himonidis'.

Nicholas G. Himonidis
Vice President
Private Investigations

ACCEPTED AND AGREED TO BY:

A handwritten signature in black ink, appearing to read 'Jeffrey D. Cichon'.

By: A handwritten signature in black ink, appearing to be a stylized 'J' or 'K'.

(An Authorized Signatory)

Name: _____

Title: _____

Date: _____

230 Park Avenue, Suite 440, New York, NY 10169

tel: 646.445.7800 • fax: 866.766.6070 • email: investigations@tmprotection.com

This business is licensed by the New York State Department of State, Division of Licensing Services



CLIENT SERVICE AGREEMENT

DELIVERY OF CORRESPONDENCE INSTRUCTIONS

All reports, invoices and other correspondence will be delivered pursuant to the following instructions. CLIENT assumes full responsibility for providing accurate, legible information on this form.

- ☐ Reports / Invoices / Correspondence to be delivered by Electronic Mail* ONLY.

Email Address: Gosaleen427@gmail.com

(TYPE or Print Clearly)

- ☐ Reports / Invoices / Correspondence to be delivered by Electronic Mail* with hard copy to:

Mailing Address: 3 Parkview Court
Farmingdale, NY 11735

- ☐ Reports / Invoices / Correspondence to be delivered in Hard Copy ONLY to:

Mailing Address: _____

Client Signature: _____

Date: 09/23/12

* CLIENT understands that email may not be encrypted depending on CLIENT's choice of email provider / mail client and that exchange of information by unencrypted email carries certain security risks with respect to the information contained in such email(s). If Client has authorized email as a mode of communication / delivery of correspondence, CLIENT assumes the risks associated with same and releases T&M from any liability in connection with any interception of any email(s) intended for the CLIENT or compromise of any information contained therein.

230 Park Avenue, Suite 440, New York, NY 10169

tel: 646.445.7800 • fax: 866.766.6070 • email: investigations@tmprotection.com

This business is licensed by the New York State Department of State, Division of Licensing Services



T&M Protection Resources, LLC Payment Instructions

We accept all major credit cards, or you can send payment to:

Regular Mail

T&M Protection Resources, LLC
230 Park Avenue, Suite 440
New York, NY 10169

Overnight/Courier Mailing Address:

JPMorgan Chase-Lockbox Processing
T&M Protection Resources-LB# 5218
4 Chase Metrotech Center, 7th Floor East
Brooklyn, NY 11245

Wire Payments can be sent to:

T&M Protection Resources, LLC
230 Park Avenue, Suite 440
New York, NY 10169

c/o JPMorgan Chase Bank, N.A.

277 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] 2

[REDACTED] nt# [REDACTED] 56

[REDACTED] ng [REDACTED] 21

[REDACTED] tt [REDACTED] e [REDACTED] 33

If you have any questions, please contact your Account Representative directly or our Accounting Department at billing@tmprotection.com or 212.422.0000