

PMO SECURITY SERVICES
5104 Edgehill Drive
Kansas City, KS 66106
816-830-1177
www.pmokspd.com

SERVICE AGREEMENT

This service agreement dated _____ is made

BETWEEN

whose address is

referred to as the "Client".

AND John W. Ellis dba/PMO Security Services, a sole proprietorship,
whose address is 5104 Edgehill Drive, Kansas City, KS 66106 referred to as the 'Examiner'.

1. **Parties to This Agreement.** The Client, in order to properly conduct his/its personal affairs/business hires the Examiner. The Examiner is a Private Detective, duly licensed by the laws of the State of Kansas and the City of Kansas City, Missouri, and is engaged in the business of providing independent computer forensic services and assistance to clients.

2. **Services to Be provided.** The Examiner agrees to perform the following services on behalf of the Client:

SERVICES	CLIENT	EXAMINER
<input type="checkbox"/> 1. Computer Forensics	1.	1.
<input type="checkbox"/> Forensic Image Acquisition		
<input type="checkbox"/> Forensic Image Acquisition and Case Indexing		
<input type="checkbox"/> Forensic Image Acquisition, Case Indexing & Analysis		
<input type="checkbox"/> Live Forensic Examination		
<input type="checkbox"/> 2. Other _____	2.	2.
		SM
<input type="checkbox"/> Services provided outside of the KC Metro Area may be subject to an additional hourly charge as indicated:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Initial schedule of work:	<input type="checkbox"/>	<input type="checkbox"/>

During the length of this contract, the Examiner shall serve the Client and perform any and all computer forensic services as the Client requires in connection with the Client's business/personal affairs. The Examiner will also provide supervisory and advisory services to the Client when requested.

3. **Payments to Examiner.** The Client agrees to pay the Examiner for services at the following rates: {Note: Contingency rates are prohibited by Kansas state law.}

\$65.00 per hour plus reimbursables indicated for: Computer Forensic Examination.
\$5.00 per hour for forensic computer equipment indexing/analysis runtime.

Flat rate for on-site hard drive Forensic Image/Simple Indexing & Analysis of:
> 100gb Image \$ 300 Simple Case Indexing \$ 200

100-200gb	Image \$ 500	Simple Case Indexing \$ 400
200-300gb	Image \$ 700	Simple Case Indexing \$ 600
300-500gb	Image \$1,000	Simple Case Indexing \$ 900
< 500gb	Image \$1,500	Simple Case Indexing \$1,200

4. **Reimbursables.** The Examiner shall bill the Client for the following expenses at actual cost or at the rate indicated:

- Mileage at current standard government rate: \$.55
- Unusual communications costs
- Computer hard drives or special programs.
(Forensic Images provided on DVDs at no additional cost)
- Special Equipment Rentals

5. **When Payments Are Due.** The Client will pay the Examiner the sum of _____ as a retainer. The Examiner shall bill the Client on a monthly basis for services rendered unless otherwise agreed. Bills exceeding retainer will be due and payable upon receipt. The Client will be charged interest at a yearly rate of 10 % on any balance due that is not paid within 30 days from the date of bill.

or

The retainer shall be paid on a _____ basis with equal installments due and payable on the _____ day of each _____. Billings shall be made _____ against the retainer.

At the completion of all services, any retainer not used for payment of services shall be refunded to the Client.

6. **Agent Authority.** The Client authorizes the Examiner to exercise the following legal rights as an Agent of and on the Client’s behalf during the performance of this service agreement:

	CLIENT	EXAMINER
<input type="checkbox"/> Authority to access, control or use Clients’s computer systems, digital devices or digital information.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Authority to recover or use Client’s computer systems passwords or similar security access information.	<input type="checkbox"/>	<input type="checkbox"/>

7. **Privacy Restrictions.** The digital information involved is subject to the following identified privacy restrictions:

<input type="checkbox"/> GLB 15 USC 6821	<input type="checkbox"/> KPDLA (KSA 75-7b08 and 7b15)
<input type="checkbox"/> FCRA 15 USC 1681	<input type="checkbox"/> Open Records Act KSA 45-215
<input type="checkbox"/> DCPA 15 USC 1692	<input type="checkbox"/> Motor Vehicle/Driver Records KSA 8-234, KSA 74-2012
<input type="checkbox"/> DPPA 18 USC 2721	<input type="checkbox"/> Fair Credit Reporting Act KSA 50-701
<input type="checkbox"/> EPPA 29 USC 2001	<input type="checkbox"/> Judicially Privileged Information
<input type="checkbox"/> HIPAA 45 CFR 164	<input type="checkbox"/>

8. Insurance and Legal Liability.

a. The Examiner will maintain appropriate Professional Liability insurance throughout the term of this service agreement and assumes primary legal responsibility for professional services provided under this agreement.

b. The Examiner assumes responsibility for worker unemployment compensation, disability, and similar actions for himself and his employees or subcontractors during the provision of the professional services under this agreement.

c. The Client retains legal responsibility for compliance with local codes, OSHA regulations, Right-to-Know programs and similar requirements on the Client’s property. Appropriate notifications will be made by the Client to the

Examiner of any worker safety requirements on the Client's property.

9. **Term of Agreement.** This agreement shall become effective _____ and shall continue in effect until _____ or until terminated in accordance with this agreement.

10. **Termination of this Agreement.** This agreement may be terminated by either party on _____ days notice to the other party. All such notices shall be by certified mail or delivered personally.

11. **Entire Agreement.** This contract expresses the entire agreement between the Client and the Examiner regarding this matter. The written terms of this agreement can only be modified with another written agreement signed by both the Client and the Examiner. This agreement shall be binding upon both the Client and the Examiner and their respective heirs, legal representatives and successors in interest. Those portions of the agreement which provide for specific initialing will not be in effect unless initialed by both the Client and the Examiner. Work schedule may be modified by verbal agreement between the Client and Examiner.

12. **Legal Fees.** If either party brings a law suit in order to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

13. **Governing Law.** This agreement shall be interpreted according to the laws of the State of Kansas.

14. **Service Warranty.** The Examiner assumes professional responsibility to truthfully, accurately, and fairly provide the agreed services, complying with high ethical standards at all times. Client confidentiality is guaranteed within the limitations of existing statutes and legally-recognized privileged communications. The professional service provided under this agreement is guaranteed to be provided in compliance with existing statutes and ordinances. Under no circumstances will the Examiner intentionally provide service which exceeds the legal limitations. The Client is not entitled to demand or expect any service which exceeds the existing legal limits, and is responsible for payment even if the results of the service are not satisfactory, if such result would exceed legal limitations. The nature of the service prevents guarantee of a particular result, only the quality of the service can be guaranteed. If the Examiner finds that the Client obtained services by misrepresentation, fraud, or illegal conduct, the agreement will be terminated immediately and the Client will assume all legal liability that results from the misrepresentation, fraud, or illegal conduct.

15. **Independent Contractors.** Both the Examiner and the Client agree that the relationship created by this agreement is that of independent contractor and not that of employee and employer. The Examiner is responsible for the payment of any taxes, including without limitation, all Federal, State and local personal and business income taxes, sales and use taxes, other business taxes and license fees arising out of the activities of the Examiner.

16. **Signatures.** Both the Client and the Examiner have read and agreed to this service agreement, initialing the appropriate services to be provided.

Witness or Attested by:

Client

Examiner
PMO Security Services
EIN: 48-1142348