

AS OF 1 January 2021

LA INTELLIGENCE, Inc.  
CA LIC 27187  
INVESTIGATIVE SERVICES RETAINER AGREEMENT

This Terms of Use website along with any correspondence between yourself (and/or your company) and LA INTELLIGENCE, Inc., a Florida Corporation comprise of the agreed upon terms and conditions that are established by and between yourself and LA INTELLIGENCE, Inc.. By visiting this website, providing a response via email to LA INTELLIGENCE, Inc. and/or by utilizing LA INTELLIGENCE's service, you hereby agree to the following terms.

Agency maintains offices located at 9171 Wilshire Blvd., 5<sup>th</sup> Floor Beverly Hills, Ca 90210 and the main number is 310-894-5200 which is generally answered during 7 a.m. to 7 p.m. Monday through Saturday. In case of an emergency, you can text 323-606-1600 during off hours and someone will respond within an hour.

This is a contractual agreement between yourself (which may be referred to as "Client", "I" or "you") and LA INTELLIGENCE, Inc. (which may be referred to as "Agency", "Investigator" or "us"). LA INTELLIGENCE is duly qualified by S. Brian Mathews (the "Agency"). and is a lawfully licensed private detective licensed in accordance with the requirements set forth by the Bureau of Security and Investigative Services ("BSIS") and operates under P.I. LIC# 27187 which was issued in 2011 by providing previous proof of experience established in the state of Florida in 1990, license number 90- 00001

## 1. SCOPE OF AGREEMENT

1. A) By entering into this Agreement, whether by an in-person signature, a facsimile or other electronic type of communication, or by submitting an online or telephonic form or request to Agency, Client does hereby retain Agency for the purpose of conducting a particular Investigation, as specified by Client. Client agrees to pay all agreed upon fees, costs, and expenses and also grants Agency the permission to act on Client's behalf in order to perform all work and tasks necessary to obtain, learn, uncover, inquire and investigate all matters related to the requested Investigation. Agency agrees to provide services according to general industry protocols and possesses over 25 years of fully licensed experience between the two states and was also certified by three different counties by their respective sheriff's to serve lawful process of service. Client represents that there is a lawful purpose to conduct the Investigation and Agency shall act pursuant to Client's instructions, within a reasonable period of time, and will continue to provide such services until the objective is achieved, or Client requests the Investigation to be terminated or the retainer is exhausted.
2. B) Although Agency will use all reasonable means to obtain the desired result, Agency makes NO GUARANTEE as to any specific outcome whatsoever. Many investigators may try to guarantee certain results, but because certain events and circumstances are outside of the control of Agency, there's no way to promise that a particular result will be achieved. Agency reserves the right to refuse to continue to provide services in the event of any concern of security, safety, unlawful, unethical or immoral reasons and either party can cancel without cause at any given time.

3. C) Agency will conduct the Investigation using all reasonably available legal means; however, Agency will not act in a way that poses a risk of harm or injury to any person, including Agency.
4. D) During the Investigation, Agency may use various sources to obtain information and intel on the

subject of the Investigation in order to perform their duties to the best of their ability. These sources often come from third parties which Agency has no control over. Agency is therefore not responsible for its accuracy or contents and all reports should be used for reference purposes only. Client expressly acknowledges and agrees to this and by request, Agency will provide client with the source should a subpoena be necessary to be used in court.

AGENCY MAKES NO WARRANTY REGARDING THE ACCURACY, VERACITY, INTEGRITY OR QUALITY OF THE CONTENT, MATERIAL OR RESOURCES WHICH ARE OBTAINED IN CONNECTION WITH ANY INVESTIGATION.

Agency may gather information from multiple sources. Due to the fact that some information is not publicly available, Agency may be unable to verify whether such information is correct or accurate AND A FIELD INSPECTION MAY BE REQUIRED TO VERIFY A SUBJECT'S RESIDENCE.

5. E) Although Agency may obtain the desired results or complete the Investigation, any information that is obtained from the Investigation may be subject to California and/or Federal laws. Part of these laws concerns the admissibility of evidence in a court of law. Although Agency may have obtained evidence which may prove Client's case or which may help Client in the matter, any and all information that is provided to Client by Agency may be subject to the California Evidence Code and/or the Federal Rules of Evidence. Whether the information is admissible in court, or any other proceeding, will depend on several factors, none of which are guaranteed to be met with regards to the information resulting from the Investigation.
6. F) In addition to there being uncertainty about the accuracy and admissibility of the information, Agency is also unable to advise Client as to whether any information that is obtained during the Investigation will have any affect or impact on any legal matter. Agency personnel are not lawyers and no information, statements, case analysis or any other communication should be interpreted as conveying or constituting legal advice. Agency's Investigation services do not create or constitute an attorney-client relationship and Agency's services are not a substitute for obtaining legal advice from a qualified attorney. Client should not act upon any information without first seeking the advice of a qualified professional attorney who is knowledgeable about the area of law that the Investigation concerns.
7. G) For certain matters or types of Investigation, Agency may prefer to take direction from Client's attorney who will be the one who represents the client should the case go to court. Also, some cases must be directed by the attorney, if Client has one. Client authorizes and agrees to allow Agency to communicate with Client's attorney for at least those instances where such communication is required. Even though Agency may be required to communicate with Client's attorney, rather than Client directly, Client expressly acknowledges and understands that whether attorney-client privilege exists with regards to matters discussed between Client and Agency and/or between Client's attorney and Agency is a question of law and that Agency makes no guarantees, promises, representations or warranties that Agency's communication with Client and/or

Client's attorney will not waive the attorney-client privilege and/or any protection that any relevant work product may have or may have had otherwise.

8. H) Agency will use reasonable efforts to inform Client of any major developments. Agency will also try to accomplish the goals of the Investigation, however, certain events may occur which make it impossible or very difficult to accomplish the objective. If the Investigation requires tracking a subject, and the subject learns of the tracking, Agency may at its discretion terminate the Investigation at that time. Agency will discuss with Client the next steps if this happens.
9. I) All Investigations must be operated in accordance with any applicable laws and regulations. Certain Investigation methods are only permissible under specific circumstances, or they may be prohibited all together. Investigation requests for background searches, must comply with Gramm–Leach–Bliley Act (“GLBA”) requirements. Agency will not conduct a background report or perform a location search on a person without Client being able to demonstrate a lawful and necessary reason for the Investigation. Agency will not perform celebrity background Investigations or disclose any non-public information such as addresses or phone numbers; unless there is an impending legal proceeding that Client is involved in. In order for certain tracking methods to be lawful, Client must have a financial interest in the vehicle to be tracked. Tape recording a person without their permission or consent is illegal in California.

## 2. SCOPE OF ASSIGNMENT

1. A) The scope of this assignment shall be as set forth in Client's initial email or correspondence to Agency which requested Agency's services (the “Investigation”). The scope of the Investigation shall be subject to modification by way of written communication (or, if circumstances require, verbal communication) between Agency and Client.
2. B) Client must submit a request to Agency to be provided with a written report before Agency begins working on the Investigation. If Client does not request a written report in advance before work starts, Agency will have the discretion of the frequency that Client will be provided with informal text or email reports which will contain Agency's findings in the Investigation. Depending on the circumstances of the Investigation and other factors, Agency typically charges anywhere between One (1) and Four (4) hours to prepare a written report which contains the findings of the Investigation along with any video and/or photographic evidence obtained during the course of the assignment. Client will be advised in advance of such costs and must preauthorize Agency to be able to charge those costs.

## 3. RATES

1. A) Agency's fees are calculated using a variety of methods, which may depend upon the details of the Investigation. Examples of methods of calculation include per hour rates, per day rates, flat fees and/or a per-case rate. **For new Clients, there will be a Five (5) hour minimum which will comprise of Four (4) hours of Investigation, plus One (1) hour of travel time. Minimum retainer required for any field operation is (seven hundred and forty-five dollars) \$745.00 plus (fifty dollars) \$50.00 travel expenses.**
2. B) Unless Client is specifically told by Agency that Agency's billing rate will be calculated in any other manner, Agency's rate shall be: \$149.00 per hour plus Seventy-Five Cents (\$0.75) per mile for travel. A Four (4) hour minimum may apply, at Agency's

discretion, for any required field work. At Agency's discretion, Client may incur up to Four (4) hours' worth of billed time for each new Investigation that Client retains Agency to work on. This Four (4) hour charge will be for the time that is necessary for Agency to create and maintain Client's file, prepare written reports along with any video and photographic evidence.

3. C) In certain situations, it will become necessary for Agency to contract with third party professionals or to utilize certain devices or technologies in order to obtain the desired results. Rates for other professionals may vary, depending on the type of professional and the manner in which the professional needs to be utilized. For example, computer forensics professionals are billed at approximately \$275 per hour. Other third parties such as process servers or others private investigators may also be used during the Investigation. Examples of technology that may be used in connection with the Investigation are; Polygraphs, GPS, electronic surveillance equipment and technical counter surveillance measures (TCSM). Devices which require Agency to install and/or retrieve certain devices will be accompanied by fees in the amount that is equal to how much time it takes Agency to perform such installations or removals minimum fee for TCSM (bug sweep) \$1,500.
4. D) Agency's rates will typically consist of administrative fees, phone calls, texts, emails, reports, video and photo processing, case preparation and other necessary and related costs. Subject to Agency's discretion, certain costs may be reduced or removed from Client's balance.
5. E) For certain Investigations, such as airport surveillance, two unit teams may be required. Agency's fee will be based on an hourly fee for each investigator that is used on the Investigation, for the amount of time that each investigator works on the matter. Minimum fee for any airport surveillance is \$1,300.

#### 4. FEES

A) The agreed upon cost of the Investigation will be billed to Client in advance. Client's credit card authorization will be kept on file in the event that the retainer amount is exhausted, or if it becomes necessary to cover the cost of expenses that are incurred in connection with the Investigation. With the exception of time-sensitive matters, as described below, Agency will not bill Client unless such amount is authorized by the Client. Agency's fees will not substantially exceed an amount previously agreed upon without Client's prior consent. In the event that an authorization for costs is required but is unattainable due to Client's unavailability or other prohibitive circumstances, the Agency will act in what the Agency believes is the best interest of the case objective. Any invoices provided by Agency to Client will be due upon receipt, with no exceptions. In the event that the Investigation concludes earlier than expected, Agency shall refund to Client any remaining balance of the fees that were paid in advance by crediting the card used or mailing a check if 30 days has gone by.

2. B) At Agency's discretion, Agency will provide Client with a complementary consultation, whether on the phone, through email or in person. In person consultations and meetings are not required or typically necessary, as Agency is usually able to obtain all of the necessary information and directions over the phone or through email. Agent will also normally be able to communicate with the Client throughout the Investigation in the same manner. Certain situations do arise; in particular when the Client has a belief that they're electronic communications may have been compromised. In those circumstances, it may be ideal for Client to meet at Agency's office, however due to Agency's schedule; such a meeting may be subject to parking expenses and a 1 minimum time reservation. Office consultations will be billed at \$175.

3. C) Upon Client's retaining of Agency to conduct the Investigation, Agency may gather typical contact information about Client, including certain documents such as copies of Client's driver's license and a credit card authorization. It will also be necessary for Agency to obtain any relevant information and document concerning the Investigation.
4. D) Client agrees to pay the full retainer amount in advance, the amount of which will be applied towards Agency's time, effort and resources, along with a separate amount which will be required in order to cover expenses that may be incurred in connection with the Investigation. Whenever necessary, in order to replenish the retainer amount, or if additional expenses are expected to be incurred during the Investigation, Agency may request an additional payment during the course of the Investigation by providing Client with a written or verbal report which will be furnished periodically as to the progress of the case.
5. E) If, at of the Investigation the Client has an outstanding balance to Agency, Agency reserves the right, in Agency's sole discretion, to withhold any remaining findings or information related to the Investigation. In order for Client to be able to pay Agency for any amounts due, Client may either provide Agency with credit card information over the phone or through email. Agency does not accept PayPal.

## 5. EXPENSES

A) Client agrees to pay for all additional costs or expenses that are incurred during the Investigation. Typical expenses include, but are not limited to; mileage, tolls, parking, food, lodging, administrative costs associated with obtaining certain records, and other costs that Agency deems reasonably necessary in order for Agency meet the objective of the Investigation. In addition to the expenses stated above, certain expenses may be incurred which are in direct relation to the Investigation. For instance, if Agency is required to follow a subject into a restaurant or a hotel, Client will be responsible for all reasonable costs and expenses in occurred in connection with observing the subject at such a location. For regular and ordinary costs and expenses, Agency will typically provide Client with receipts for those costs. Although the majority of costs and expenses are generally able to be documented with a receipt, from time to time, there may be certain expenses and costs for which no receipt may be available. Client acknowledges and agrees that Agency's failure to provide a receipt will not be considered a breach of Agency's duties. Agency will typically seek authorization from Client for any instance where an expense exceeds, or is likely to exceed, a reasonable amount, in comparison with the overall costs of the Investigation, the nature of the Investigation and the complexity of the matter being investigated.

2. B) Given the commonly time-sensitive nature of certain Investigations, it may not be possible for Agency to be able to contact Client in certain circumstances. In situations where Client is unable to be reached by Agency, Client does hereby authorize and grant permission to Agency to be able to act and incur reasonable costs on Client's behalf in such a situation, notwithstanding Agency's inability to obtain prior approval of such costs from Client. Subject to Agency's sole discretion, and subject to Client's economic situation and whether there is a presence of a financial or otherwise hardship, Agency may waive mileage and other related costs.
3. C) When Agency is required to spend at least 8 hours in one 24-hour period in providing Investigation services, Client will then compensate Agency with the following: (i) meals; and (ii) with a per diem payment in the amount of \$100.
4. D) Client will be responsible for related costs including travel, accommodations and meals. A charge of \$0.75 per mile will apply for the distance. Agency will select reasonable means of transportation and will stay at reasonably priced accommodations.

However, if the Investigation requires Agency to stay at a particular location, usually where the subject of the Investigation is staying, then Agency may incur additional costs in the accommodation.

## 6. CONFIDENTIALITY AND NON-DISCLOSURE

1. A) All information provided to the Agency by Client or otherwise shall remain confidential and documented in the case file. Pursuant to California law and the Private Investigator Act, any and all information obtained, learned, uncovered, and acquired as a result of the Investigation shall remain confidential and at no time shall Agency divulge, provide, or share such information with any person or entity or public domain without the express written consent of Client's authorization. At the Client's request and subject to the terms of this Agreement, Agency shall provide a full written report and copies of all images obtained during the course of the Investigation. Although Agency is under a duty of confidentiality, Agency will strictly comply with any court order, subpoena or judicial decree that has been issued by a court of competent jurisdiction. Upon Agency's notification of such an order, Agency will use reasonable efforts to inform Client as soon as possible of such a request.

2. B) Client agree that such confidentiality is mutual and will refrain from discussing any portion of their investigation with an outside party with the exception of an interested party such as an attorney or co-victim. Client acknowledges that Agency uses a variety of tactics in order to gain intel and Client agrees to refrain from exposing Agency's sources, techniques and strategies in regards to the investigation with the exception of an interested party such as an attorney.

## 7. NO LEGAL ADVICE

Despite any appearance of knowledge of law or any implication thereof, this Agency at no time offers any legal advice and strongly suggests consulting with an attorney before making any legal or other major decisions.

## 8. COURT OR OTHER TESTIMONY

1. A) All courtroom and deposition fees are due in advance. A retainer for the amount must be received at least Seven (7) days prior to scheduling Agency for a court appearance, testimony or deposition. Agency shall not be responsible for court delays, cancellations or any other event which causes the delay or cancellation of such a proceeding.
2. B) Any testimonies that may be required by request, subpoena, or otherwise will be billed at a daily rate. Court appearances are billed to Client at a flat fee daily rate of Five Hundred Dollars (\$500), plus parking for each visit, even if the proceeding is postponed for whatever reason. The particular investigator that worked the case will appear at the proceeding, unless the investigator is unable to do so, in which case Mr. Mathews will. It may be worth mentioning that Agency has been certified as experts in many of the court venues that Agency has testified in.
3. C) Client may be responsible for any related travel expenses, which may include travel, accommodation, meals, and per diem costs. In the event that Client is at the time unable to pay

Agency for such testimony, Agency will not withhold such testimony where the matter in question could be compromised. Agency understands that often, the work that we do is rendered useless if it cannot be proven in a court of law. Agency may also, at its discretion, provide testimony on a pro-bono basis in the event that Client is indigent and able to furnish proof thereof.

## 9. CANCELLATION & TERMINATION

In order to be eligible for a full refund, Client must provide Agency with at least 24 hours' notice prior to any work scheduled. In the event we do receive a proper cancellation notice via email, text or phone- call, Client will receive a full refund which will be credited back to their credit or debit card. For cancellations that are requested after a 30-day period, Client will receive a company check via US mail within 5 business days. Agency at its discretion, may deduct between 1-4 hours at hourly rate charged to cover time, texts, consultations, administrative fees which would be considered liquidated damages. For cancellations requested less than 24 hours prior to work being scheduled, Client will receive no refunds.

## 10. SATISFACTION

Client's satisfaction of Agency's services is one of Agency's top priorities. If Client is satisfied with Agency's work, it is greatly appreciated if Client leaves a positive review on Agency's Yelp profile or Google page. Agency also respects everyone's Freedom of Speech and Freedom of Expression however, Client is encouraged to first communicate to Agency any problems or concerns that Client may have about Agency's performance. If Client indicates to Agency that performance was unsatisfactory, Agency may offer Client certain options that can be taken in order to remedy Client's issues. Such options may include; refunds, expending additional time in the Investigation, providing additional consultations or reports, or any other means that would act to rectify the problem. Remember, Agency can only help and fix something if Client communicates the problem first to Agency.

## 11. REPRESENTATIONS & WARRANTIES

1. **A)** Client represents and warrants that: (i) Client has been truthful and has not misrepresented

themselves or those they represent in any way; (ii) Client has a legitimate and permissible purpose in requesting Agency to conduct the Investigation; (iii) Client will use any information obtained from the Investigation for lawful purposes; (iv) Client will keep any information learned from the Investigation to themselves and only to those third parties who have a legitimate need to receive the information or which are authorized by law to receive the information; (v) Client will at all times be truthful and provide all relevant information to Agency; **Client acknowledges and agrees that Agency makes no warranties, guarantees, assurances or promises as to any results of the Investigation or any accuracy or veracity of any results or information obtained in connection with the Investigation.**

2. **B)** Agency represents and warrants that: (i) Agency holds a valid license issued under the Bureau of Security and Investigative Services; (ii) Agency will keep information learned from the Investigation confidential, unless that information because public knowledge or Agency is required to disclose the information by court order.

## 12. RELEASE & INDEMNIFICATION

A) Client agrees not to assert or maintain against Agency, any claim, suit or demand of any kind or nature whatsoever in connection with Agency's performance of services in connection with the Investigation. Client releases Agency from and against any and all claims, liabilities, demands, actions, causes of action(s), cost and expenses whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, which Client had, now has, or may have resulting from Agency's actions in connection with the Investigation.

B) Client agrees to indemnify and hold Agency, its' investigators, officers, agents and employees harmless from any liability, loss or damage that Client may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out in connection with the Investigation, including, but not limited to, the use by Client of the results obtained from the Investigation.

### 13. NOTICE

All notices provided in connection with this Agreement will be in writing and will be delivered by either; (i) certified or registered mail, postage prepaid, and return receipt requested, or (ii) courier, and will be deemed effective upon receipt by the contact listed at the address set forth above, or at such other addresses as the Parties may designate by written notice to the others. Any change in the contact persons of the parties shall be communicated to the other party in writing and shall be effective days from issuance thereof.

### 14. MISCELLANEOUS

1. A) Insurance. Agency represents liability and Errors & Omissions insurance.
2. B) Jurisdiction. This Agreement shall be performed in the State of California. Notwithstanding the principles of conflicts of law, the laws of California shall govern the interpretation and enforcement of this Agreement and the parties agree to the exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of California, City of Los Angeles and the parties hereby waive any defenses relating to such jurisdiction and venue. Any action relating to this Agreement shall exclusively be instituted in a court of competent jurisdiction in Los Angeles, California.
3. C) Severability. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement will remain in full force and effect.
4. D) Merger & Integration. This Agreement, along with any emails between Client and Agency, particularly including Client's initial correspondence requesting Agency's service, shall collectively make up the entire agreement between Client and Agency. All prior negotiations are merged in this Agreement. Certain terms of this Agreement may be modified by email correspondence between Client and Agency. The language of this Agreement shall not be interpreted in favor of or against any party as the drafter of this Agreement. Any unspecified matters may be amended or added by Agency.
5. E) Counterparts. This Agreement may be executed by original, facsimile or electronic signature. Any signed copy of this Agreement delivered by facsimile or electronic transmission will for all purposes be treated as if it had been delivered containing my original signature and will be binding upon me in the same manner as though an original signed copy had been delivered.



Client:

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Date:

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Please print full name above

LA Intelligence, Inc.:

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Date:

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