

RETAINER:

CLIENT shall place \$ _____ (_____ Dollars), in the possession of the AGENCY to serve as an initial retainer to specifically commence investigation on _____. Should the retainer be insufficient, CLIENT agrees to promptly pay the AGENCY the additional amount in full upon receipt of an invoice. CLIENT understands and agrees that a monthly interest charge of 1.5% will be applied to any unpaid balance over 30 days past due. If CLIENT interferes with the investigation in any way, the investigation shall cease and all monies paid shall be forfeited to the company. AGENCY agrees to notify CLIENT when 80% of the retainer as posted is exhausted. AGENCY will cease from any further investigation once the retainer has been depleted. CLIENT shall promptly pay the AGENCY any additional funds the AGENCY deems necessary to continue the investigation at CLIENT's request. AGENCY agrees not to exceed the authorised budget and retainer without CLIENT authorisation, unless the additional expenses were incurred in the process of following the subject and/or obtaining information critical to the purpose of this investigation. Any investigation where the CLIENT wants the AGENCY to start within 48 hours shall be classified as a Priority Assignment and the retainer shall be non-refundable in exchange for AGENCY to place pending cases on hold to start CLIENT's case within the 48 hour period.

RATES:

The hourly rate for surveillance is billed at \$150.00 + GST per investigator with a (4) four-hour minimum per investigator per day charge back to the CLIENT. Hourly billing will start and end at the Red Beach Office unless agreed otherwise. The hourly rate for Telephone and/or Personal Interviews, Inquiries, Background, On-Line Investigations, Internet, Computer Database Research, Business/Corporate Record Searches, report writing, and CLIENT conferences shall be billed at \$150 + GST per hour. AGENCY will forward CLIENT statements and/or invoices listing in detail any and all time and expenses incurred in the investigation. In many instances the CLIENT may need the AGENCY to be available on a "stand-by" basis. In such circumstances, the CLIENT shall be charged a minimum of \$500 + GST per day per investigator. CLIENT agrees to compensate the AGENCY at the agreed upon rates for any court appearances or depositions prior to or subsequent to the completion of the investigation, whether under order of summons or not and regardless of the party requesting the appearance. If courtroom testimony or deposition regarding this matter or any matter related to this investigation is required the fee will be \$100 + GST per hour per investigator plus expenses with a (4) four-hour minimum per investigator per day will be imposed. Any appearance over (5) hours will incur a flat fee of \$1,000 + GST per investigator per day. All courtroom and deposition fees are due in advance. A retainer for the amount must be received 7 days prior to scheduling the investigator(s) for court or deposition. AGENCY shall not be responsible for court delays or cancellations. Forty-eight (48) hours notice is required in the event of any cancellation; otherwise CLIENT account will be invoiced for each investigator for each day or portion scheduled.

IF CLIENT IS AN ATTORNEY OR LAW FIRM AND HAS CONTRACTED FOR THE SERVICES OF INVESTIGATOR TO ASSIST SAID ATTORNEY OR LAW FIRM IN ANY WAY IN ANY MATTER ON BEHALF OF THE ATTORNEY OR LAW FIRM'S CLIENTS OR IN ANY CASE BEING HANDLED BY THE ATTORNEY OR LAW FIRM, THEN THE ATTORNEY OR LAW FIRM HEREBY EXPRESSLY ACKNOWLEDGES, COVENANTS, AND AGREES THAT THE OBLIGATION OF THE ATTORNEY OR LAW FIRM TO PAY THE INVESTIGATOR FOR SERVICES RENDERED IS AN OBLIGATION SOLELY OF THE ATTORNEY OR LAW FIRM AND IS IN NO WAY CONTINGENT ON (1) ANY PARTICULAR RESULT OR OUTCOME OF THE

INVESTIGATION, OR (2) THE ATTORNEY OR LAW FIRM BEING PAID BY ITS CLIENT, OR (3) THE ATTORNEY OR LAW FIRM'S CLIENT BEING SATISFIED WITH THE RESULTS OR OUTCOME OF THE INVESTIGATION.

USE OF SUBCONTRACT AND/OR ADDITIONAL INVESTIGATORS:

CLIENT agrees that AGENCY, at AGENCY's sole discretion, may use sub-contracted investigators, and may immediately engage one or more additional investigator(s), at the agreed upon rate and billed in addition to the hourly investigator rate, (within the authorised budget) which CLIENT hereby AGREES to pay in the course of any assignment where AGENCY determines that one or more additional investigator(s) is needed immediately, such as when a separate investigator is needed to initiate an undercover inquiry, or the subject of our investigation leads the AGENCY to an unusually difficult setting, such as downtown office buildings, airport, public amusement / entertainment / sporting events, etc.

EXPENSES:

CLIENT recognises that AGENCY will likely incur expenses directly associated with conducting said investigation. As such, CLIENT shall be responsible for all reasonable expenses, including, but not limited to mileage, tolls, parking, overnight accommodations, meals*, admission fees, public/private transportation, confidential source fees, or any unforeseen expenses necessary to acquire information as requested by CLIENT. Mileage shall be invoiced at the rate of 90 cents per km starting from the AGENCY place of business in Red Beach or as per agreed. *Daily per-dium for food on overnight assignments is \$75 + GST per investigator.

CANCELLATION:

CLIENT must provide AGENCY with a minimum Twenty four (24) hour notice in case of any cancellation of scheduled activity. A (4) four-hour minimum charge will be imposed for each investigator if the CLIENT fails to give (24) twenty four hours notice to AGENCY. Emergency cases (short notice) less than (24) twenty four hours from notice to initiation of case will be billed at (1½) one and one half times the hourly rate above for the first (4) four hours per investigator and regular stated rates after the first (8) eight hours. A (4) four hour minimum per investigator per day will be imposed. All courtroom and deposition fees are due in advance. A retainer for the amount must be received 7 days prior to scheduling the investigator(s) for court or deposition. We are not responsible for court delays or cancellations. Forty-eight (48) hours notice is required in the event of a cancellation; otherwise your account will be invoiced for each investigator for each day or portion scheduled.

CLIENT EXPRESSLY AGREES THAT IN THE EVENT CLIENT EXECUTES THIS AGREEMENT AND THEN WISHES TO CANCEL THIS INVESTIGATIVE SERVICES AGREEMENT ONCE AGENCY HAS BEGUN OR SCHEDULED SUCH SERVICES, THAT AN AMOUNT EQUAL TO ONE-HALF OF THE RETAINER FEE SHALL BE PAID TO AGENCY AS A CASE INTAKE FEE. CLIENT ACKNOWLEDGES THAT AGENCY HAS TO SCHEDULE IN ADVANCE THE AGENCY'S ASSIGNMENTS IN ORDER FOR ITS EMPLOYEES AND CONTRACTORS TO BE AVAILABLE TO PERFORM SURVEILLANCE AND OTHER INVESTIGATIVE SERVICES FOR CLIENT AND FOR AGENCY'S OTHER CUSTOMERS, AND THAT ONCE SCHEDULED, THESE EMPLOYEES AND CONTRACTORS CANNOT BE QUICKLY RESCHEDULED TO OTHER CLIENTS. THEREFORE, CLIENT ALSO AGREES THAT IN THE EVENT AGENCY HAS SCHEDULED SURVEILLANCE, OR ANY OTHER TYPE OF INVESTIGATIVE ACTIVITY, FOR CLIENT FOR A SPECIFIC DAY AND CLIENT CANCELS THIS ASSIGNMENT WITHIN TWENTYFOUR (24) HOURS OF THE TIME IN WHICH THIS SPECIFIC ASSIGNMENT IS SCHEDULED TO BEGIN, CONTINUED

THAT CLIENT SHALL PAY AN AMOUNT EQUAL TO ONE-HALF OF THE AGENCY'S PROJECTED FEES FOR THIS DAY'S ASSIGNMENT TO AGENCY AS A CANCELLATION FEE.

CLIENT further agrees that the following provisions shall also apply to all fees due from CLIENT under this agreement:

1. In the event that no retainer is collected, then the services provided will be billed by invoice and due upon receipt of said invoice. CLIENT forfeits all rights to reports, evidence, photographs, electronic data, information and other related items if invoices are not paid within terms.
2. All outstanding fees are due immediately at the completion of this assignment, or upon either the CLIENT or AGENCY's determination that no further action can be taken to complete this assignment.
3. On all assignments, which are expected to last longer than 7 days, that portion of the work that has been completed will be billed weekly and payment will be due upon receipt of the invoice.
4. AGENCY reserves the right to require payment in advance for excessive investigative expenses.

VERBAL UPDATES:

CLIENT agrees that no verbal updates will be provided to CLIENT while AGENCY is engaged in or in the process of performing any surveillance assignments. Oral reports will be provided within 48 hours after the information is obtained or, no sooner than 9:00 a.m. the Monday following any weekend surveillance assignment when reporting information to CLIENT. CLIENT further agrees that if CLIENT is represented by an attorney that AGENCY within the times mentioned in this paragraph may, at AGENCY's sole discretion, provide the reports mentioned above directly to the CLIENT's attorney. CLIENT understands that he/she may be needed to provide information to AGENCY while in the course of a surveillance assignment (vehicle descriptors, colour of dress / clothing for the day, etc.) but AGENCY is not obligated to provide a report to CLIENT at the time the additional information is requested.

CLIENT INTERFERENCE:

CLIENT acknowledges that any interference in this investigation by CLIENT or by CLIENT's friends, relatives, agents, or employees will jeopardise the ability of AGENCY to provide the services promised under this agreement. CLIENT further acknowledges that interference includes, but is not limited to calling the AGENCY and/or employees and contractors while they are trying to perform investigative duties and/or surveillance, asking to ride along on surveillances, driving past locations under surveillance, and/or visiting locations near the location under surveillance.

CLIENT agrees not to interfere in any manner whatsoever, or instruct or cause anyone else to interfere, directly or indirectly, while AGENCY is in the course of this investigation. CLIENT understands and agrees that in the event anyone other than AGENCY participates in this investigation, AGENCY will immediately terminate all activity in this assignment and CLIENT will forfeit any unused portion of the retainer.

DISCLAIMER:

CLIENT expressly acknowledges that AGENCY'S fees for services are NOT contingent on the outcome or results of the above referenced investigation. AGENCY MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE RESULTS OF THIS INVESTIGATION. No illegal or unethical services will be knowingly provided by AGENCY and CLIENT certifies that he/she/it is not knowingly requesting any illegal services. AGENCY reserves the right to decline or terminate without advance notice any assignment it deems to be illegal or unethical or in AGENCY's sole opinion detrimental to AGENCY. AGENCY will perform services in compliance with all New Zealand Laws, Acts and Regulations and best practices.

CLIENT UNDERSTANDS THAT RESULTS OF SURVEILLANCES AND INVESTIGATIONS BY THEIR NATURE ARE NOT GUARANTEED AND ARE LIMITED BY TIME AND RESOURCES. THE INFORMATION OBTAINED MAY NOT BE THAT WHICH IS DESIRED OR IN THE FAVOUR OF THE CLIENT.

REPORTS:

AGENCY will generate a written report of the investigation in a timely manner at the completion of the investigation given the CLIENT's account is not in arrears. Every reasonable effort will be made to insure that the quality of the information will be accurate. However, AGENCY will not be responsible for information contained within database reports which AGENCY has no control over the content. Reports may also include photographs and electronic data. CLIENT understands that surveillance footage and pictures are by their nature NOT television studio-type productions and are often taken from long distance, from unusual locations and during extreme weather conditions and as such, the quality can be variable. AGENCY will proceed with due diligence to obtain quality video and/or pictures that can be obtained given the circumstances without placing the investigator in any physical harm, unsafe position, or violating privacy statutes. Therefore, CLIENT understands that AGENCY fees are not contingent upon the acquisition of any photos or video. No "Audio" recordings will be made relative to surveillance tapes. Original video footage and/or electronic data will not be released to CLIENT, but will remain the property of AGENCY until such time as required to be surrendered in court as evidence. Copies for the purpose of the CLIENT's review will be made at the CLIENT's request and expense. Original notes or documents considered "work product" will not be released and remain the property of AGENCY. Only the written final report is released to the CLIENT. AGENCY RESERVES THE RIGHT TO WITHHOLD ANY AND ALL REPORTS AND/OR EVIDENCE PENDING PAYMENT IN FULL AND BANK CLEARANCE THEREOF. Original video recordings and/or electronic data will not be released to CLIENT, but will remain the property of AGENCY until such time as surrendered in court as evidence. Copies for the purpose of the CLIENT's review will be made at the CLIENT's request and expense.

ACCURACY OF INFORMATION SOURCES:

Database search reports are performed strictly by the information provided on the subject by the CLIENT. Any error in spelling, format or sequence of letters, words or numbers can result in wrong information on the subject. Data is supplied from different private sources, computer systems, public information facilities, government open record institutions and might also contain confidential source information. All attempts are made to maintain the integrity of this data. AGENCY cannot be held liable for inaccuracies contained in public record information or databases accessed. Furthermore, information has been gathered from sources and individuals deemed reliable by AGENCY; however, no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose. If the information reported is not "Original Source" information, it is strongly recommended that any information gathered be cross-referenced with "Original Source" information.

RESPONSIBLE USE OF INFORMATION:

AGENCY is NOT a consumer reporting AGENCY. AGENCY promotes the responsible use of the information that it provides, and reserves the right to withhold information for which AGENCY deems is outside the scope of a permissible purpose or otherwise defined by New Zealand law and/or regulation.

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Furthermore, the CLIENT affirms the information requested and/or learned during the investigation is not to be used for harassment, stalking, intimidation, threatening or any other illegal purpose(s).

CLIENT MISREPRESENTATION:

CLIENT attests that he/she has not misrepresented himself, his company, organisation or purpose for requesting the services that AGENCY provides. CLIENT understands that misrepresentation in this agreement, in AGENCY's sole opinion, may result in civil and criminal action against the CLIENT and/or his organisation as well as any and all monies paid to be forfeited. AGENCY reserves the right to refuse service to the CLIENT for any issue of security, safety, unlawful, unethical or immoral reasons. CLIENT further represents that the information provided by the AGENCY shall be used in a lawful manner and that said information will not be used to cause any physical or emotional harm upon the subject of the investigation. CLIENT agrees to and shall indemnify and save harmless the AGENCY, it's employees and agent(s) from damages, losses, cost and expenses, including any attorney or legal fees, suffered/incurred in connection with or arising out of claims based on investigative results provided to CLIENT. This also includes any civil or criminal actions, claims, third party claims, lawsuits, disciplinary actions, or any losses alleged to be caused by the AGENCY resulting from any activity performed by either CLIENT or AGENCY, except for illegal acts or negligence on the part of the AGENCY, investigators and/or its employees.

VIDEO PHOTOGRAPHY, DATA FOOTAGE REVIEW & COPY CHARGES:

Charges to review, edit and copy Surveillance footage will be made at the rate of \$150.00 + GST per hour plus cost of media. Processing will be billed at AGENCY's actual cost, plus a reasonable handling fee.

CONFIDENTIALITY:

All investigative findings furnished to CLIENT are exclusively for CLIENT'S own use. CLIENT agrees to restrict the dissemination of said findings ONLY to third parties who have a legitimate need to know, and/or authorised by law. CLIENT will hold AGENCY harmless from damages, losses, cost or expenses, including attorney fees, suffered or incurred in connection with arising out of claims based on investigative findings provided to CLIENT, and for which CLIENT fails to keep strictly confidential. AGENCY will keep findings strictly confidential and will not disseminate or release any findings to third parties unless authorised IN WRITING by the CLIENT, or court ordered.

AGREED BY THE PARTIES HERETO:

Pinpoint Professional Investigators Limited

By: _____

Date: _____

Pinpoint Professional Investigations Ltd

& _____

Date: _____

Name of Client: _____

GOVERNING LAW:

This Agreement shall be governed by the laws and regulations of New Zealand .

CLIENT agrees that AGENCY may assign this agreement to a sub-contractor in part or whole to complete this assignment, but at all times, AGENCY will continue to meet the terms and conditions of this agreement. This agreement is binding for the benefit of and upon the parties hereto, their heirs, executors, assigns, legal representatives, and successors. As to terminology context in this agreement, singular shall mean plural and vice versa. Terms used in the male gender serve as function words and do not denote a specific gender but the CLIENT as an individual or entity.

CLIENT has had the opportunity to read this Agreement in full and the option to have it reviewed by an attorney. Having no unanswered questions, CLIENT hereby authorises this investigation and agrees to all the terms and conditions listed herein. By signing this Agreement, I as CLIENT hereby personally certify and affirm that the information supplied above is true and accurate to the best of my knowledge at this time.

I further represent and affirm that I am authorised to order this investigation and financially contract for this assignment. In the event my company fails to pay for said investigation, I shall be personally responsible for any and all financial obligations associated with this investigation. I also understand that my knowingly supplying false or misleading information may result in my case being rejected and/or terminated. I will forfeit any and all funds that may have been paid to AGENCY pertaining to this case if any information is discovered to be false, misleading, or compromising the ethical and/or legal obligations of AGENCY in the sole opinion of AGENCY.

A signed copy or signed scanned document of this retainer agreement will be valid as an original.