

CLIENT RETAINER AGREEMENT FOR INVESTIGATION AND DETECTIVE SERVICES

This Agreement, made this _____ day of _____, 20____, between _____ hereinafter known as Client and RCS, Inc., hereinafter known as "Agency," witness:

(1) Client retains Agency for investigative services in the matter of (use additional pages if needed):

(2) Client agrees that Agency is empowered to perform said services for and on behalf of Client, and to do all things necessary, appropriate, or advisable in performing said services. Agency is an independent investigative contractor provider and shall not be deemed an employee, agent, partner or co-venture of Client, except in matters pertaining to attorney-client privilege. Neither party shall have the authority to make any binding representation or agreement on behalf of the other.

(3) Agency agrees to conduct this investigation with due diligence to protect the interests of Client, and agrees that whatever confidential information is obtained while conducting the investigation, will only be given to Client (except in the event of fraud), and further agrees to restrict the dissemination of said findings to only third parties who have a legitimate need to know, and/or authorized by law or court ordered.

(4) Client agrees to pay an advance \$ _____ retainer for services of Agency or his Agents. The hourly rate shall be \$95.00 per hour per agent (Rush Service is double), plus \$0.75 per mile, plus actual costs and expenses (one hour minimum--four hour minimum for surveillance) for each Agent authorized by Client to work on his/her behalf. Agency hourly rate plus costs and expenses will be deducted from the retainer. ADVANCE FLAT RATE (use only if directed): Client agrees to pay \$ _____ for _____ hours or _____ day(s) at _____ hour(s) per day.

NOTE: RETAINERS/FLAT RATES ARE NOT REFUNDABLE.

(5) In the event that Client requests suspension or termination of the services of Agency, it is agreed by Client that all monies paid to Agency shall remain the property of Agency, and any balance owing on the retainer fee, together with any accrued expenses plus costs of the investigation, shall become due and payable in full. Any balance of retainer not used by Client will be applied to future work required by the Client for a period of one year.

(6) Client agrees to pay to Agency the sum of One Thousand Dollars (\$1000.00) per day or any portion thereof for any time spent in being called to court at the request of the Client or by court order due to this investigation. Said amount will be paid regardless of the fact that it may entail waiting or standby time. \$200 per diem plus travel expenses for out of the area appearances (more than 10 miles).

(7) It is agreed that Agency has made no guarantee to Client as to the results regarding the above-stated matter.

(8) Client further agrees that all monies owed to Agency at the completion of this investigation will be paid in full at that time. All monies not paid in full as agreed will be subject to a one and one-half percent (1-1/2 %) interest charge per month or any portion thereof for each and every month the balance remains unpaid. Client further agrees to pay all costs of collection plus interest and all Agency and Client attorney fees.

(9) All reports furnished to Client by Agency are for the information of Client only. Client agrees to hold Agency harmless from any and all damages, losses, costs and expenses including attorney fees, suffered or incurred in connection with or arising out of claims which are occasioned by any disclosure of any part of said reports. In Witness Whereof, the Parties set their hands on the date which is first mentioned above. This instrument (including any exhibits) contains the entire contract between the parties. This agreement shall be governed by and construed in accordance with the laws of the State of Kansas (USA).

FEIN/ CLIENT(S) SIGNATURE: _____ Date of Birth _____

SS# _____ Client(s) Address _____ City _____

State _____ Zip Code _____ Client(s) E-Mail Address: _____ Phone: _____

Work: _____ Cell: _____ ACCEPTED FOR AGENCY BY: _____ Date _____