



Aenigma Group

AenigmaGroup.com

Investigations
Consulting
Due Diligence
Background Checks

Service Agreement - Business

Client (Company) Name: _____

Physical Address: _____ city/state/zip _____

Phone: _____ Email: _____

Agreement dated as of _____ between _____
(Hereinafter called Client) and Aenigma Group (Aenigma):

1. Aenigma shall furnish to Client on request: investigative, background and/or other related research reports. The Client agrees that all reports will be submitted and received subject to the conditions of this Agreement.

In consideration of the services rendered and to be rendered, the client does hereby assign and convey to Aenigma, as its compensation the billable amounts due pursuant to the rates listed on "**Addendum A – Rates.**":

Furthermore, Client understands and hereby acknowledges, that the fees charged by Aenigma are based on the amount of time expended on their behalf relating to this matter including, but not limited to; investigation time, travel time, in person and telephone consultation time, report preparation and rendering, evidence processing, depositions, court appearance time, and any subpoenaed appearances, now or in the future.

2. Reports can be delivered via E-mail, U.S. Mail, faxed, delivered telephonically, or other agreed upon method.

Client would like a written report? (check one) _____ YES _____ NO
If YES, Method: (check one) Mailed: ___ Emailed: ___ Faxed: ___ Other: ___

3. Client agrees to pay Aenigma for the services rendered regardless of the outcome of said services. Payments are due to Aenigma before work is begun, unless other arrangements have been made. If for whatever reason, there is an outstanding balance incurred by Client, the balance will be considered LATE after **Forty Five Days (45)**. If the balance is determined to be late by these terms, a late fee will be added to the outstanding balance in the amount of **Ten Percent (10%)** of the outstanding balance. An additional **Ten Percent (10%)** of the new outstanding balance will be added to the new balance every **Thirty Days (30)** until the balance is paid in full.

4. Aenigma & the Client will keep and maintain all reports strictly **CONFIDENTIAL**. Except as required by law, no information from reports will be revealed to the person reported on or to any other person unless consent is given by Client.

5. Client will comply with all provisions of Federal, State, and Local laws and regulations pertaining to the use of criminal conviction histories and/or Financial Information, and adhere to the Privacy Act. Aenigma assumes that all information sold to Client will be used for lawful purposes only and Client acknowledges that it has represented such to Aenigma. In addition Client will adhere to FCRA and related laws and rules in the use of any Pre-Employment Investigations to determine employment eligibility of a subject.

6. Aenigma will endeavor to provide complete and accurate reports pursuant to this Agreement. Nevertheless, Client acknowledges that the information contained in such reports is obtained from public records, non-proprietary services and through observation or perception which may require the exercise of judgment of interpretation. Client further releases Aenigma, its officers, employees, and affiliated companies and any companies or individual from which Aenigma obtains information included in a report, from the liability arising or alleged to arise directly or indirectly from any negligent acts, errors, or omissions, by any of the providers of information or by Aenigma in connection with the preparation of any reports, video or audio tapes, transcriptions, interviews, or any other work product written or verbal.

7. Name similarities may be included in the report due to lack of sufficient information to verify that the individual is the subject of research. Aenigma neither draws any conclusions, makes representations, nor expresses any opinions regarding the information contained in the report.

8. By requesting and receiving Reports, the Client agrees to indemnify and hold harmless Aenigma and its directors, officers, and employees from any and all claims, liabilities, expenses, fees including attorney fees, costs, and judgments arising from Client's use or possession of the information furnished in said Reports.

9. Client agrees to reimburse Aenigma for all fees (including attorney's fees) to collect any past due amounts from Client. Client also agrees that the Place of Venue for any and all legal disputes will be Harris County, Texas.

10. Client agrees that all court appearances, (including stand by time, and on-call time) related to the investigation are billed to Client at the rate noted in **Addendum A**, regardless of whether appearance is requested by Client, Client's attorney, opposing attorneys, subpoena, or Judge's request.

11. Client fully understands and agrees that at **NO TIME** will Client be **UNTRUTHFUL** in regards to any information given to Aenigma. This includes but is not limited to, WHY the Client is pursuing the investigation or requesting services. Certain investigations are available ONLY with permissible purposes, and although Aenigma makes every effort to verify and validate that all requests are compliant, Aenigma relies heavily on the information supplied by Client in the consultation phase. Client agrees that if this clause is broken, it will **IMMEDIATELY** terminate the investigation and **ALL RETAINERS AND FEES PAID FOR ANY WORK, COMPLETED OR PENDING, WILL BE FORFEITED.**

In cases where individuals or potential Clients have retained our services in order to Annoy, Stalk, or otherwise Harass the Subject of the investigation, Aenigma MAY contact the Subject of the investigation as well as any Local, State, or Federal Law Enforcement Agencies with Jurisdiction.

12. Client agrees that any unused retainer amount will be requested BY CLIENT in writing within 30 Days of the termination of the investigation, or 30 Days from the date of last activity by Aenigma, regarding an investigation for Client. **After 30 Days all funds will be forfeited.**

13. The failure to pay for services rendered by Aenigma to Client will result in the filing of **THEFT OF SERVICES** charges in the appropriate jurisdiction. All investigation, case preparation time, database fees, research, hourly rates, and late fees incurred during the course of, **Pre-Filing of Charges**, will be added on to the total of the outstanding invoice. Aenigma may also choose to recover all funds due, late fees, attorney fees, and preparation fees in a Civil Court of Law In the Jurisdiction of Harris County, Texas, with any judgments received being filed in the Client's jurisdiction.

Client fully understands that a Late or Delinquent Balance originally in the threshold of a Misdemeanor for Theft of Services, could escalate after late fees and penalties, into the threshold of a higher charge.

CLIENT is also provided herein with the following consumer information: Inquires or complaints may be directed to the Texas Department of Public Safety, Private Security Bureau

Mail: PO Box 4087, Austin, TX 78773

Telephone: (512) 424-7710, Facsimile: (512) 424-7729.

I have read and agree to the terms and conditions set forth in this Service Agreement.

By: (person authorized to order and pay for reports)

(Print) _____

Direct Phone: _____

Signature _____

(By signing, I authorize that a photocopy or facsimile of this form serves as the original)

By: Brian Poirier, for Aenigma Group

Signature _____