

CheckFundManager LLC

Fax this agreement to: +1 860-666-2666

DATE _____

rev. 5/20/09

BUSINESS AGREEMENT

Client use of any information obtained from CheckFundManager LLC (CFM) must fall within the normal course and scope of Client's business or professional responsibilities.

Permissible Use – Select the intended use(s) of information provided by CFM from the list below:

- For due diligence, risk management, fraud prevention, or fraud detection;
- Identify or locate a debtor or witness;
- Location of individuals who have not paid taxes or lawful debts;
- For use by an attorney or law firm in carrying out its functions or legal representation;
- For use by private investigators in the normal scope and course of business;
- Identify or locate an individual or business in connection with any civil, criminal, administrative or arbitral proceeding in any Federal, State, or local court or agency or before any regulatory body.
- Location or verification of victims of fraud or identity theft;
- For the purpose of collection;
- For use in benefits administration;
- For use by a government agency, including courts or law enforcement;
- Verification of background information on holders of professional licenses;
- Location of parents for Child Support Obligations;
- Location and/or verification of individuals in criminal investigations;
- Other, please describe:

Client Information Check one:

Corporation Partnership Sole Proprietor LLC DBA Government

Business Type (Circle one): Fund of Funds, Hedge Fund, Capital Lender, Endowment Fund, Family Office, Investment Advisor,

Pension Fund, Private Equity Fund, Private Investor, Attorney', Other _____

Client Name: _____

Subsidiary or Parent Company: _____

Incorporated in the state of: _____ How many years in business? _____

Current Address Information:

Physical Street Address (no PO Box Address) _____ City _____ State _____ Zip Code _____

Telephone :(_____) _____ How long at current location? _____

Fax Number:(_____) _____

Website Address: http:// _____

Contact Information

Contact Name: _____ Telephone:(_____)

Title: _____

Email Address: _____

Mailing Address (if different): _____

Principal's Name (if different from contact): _____

Title: _____

Billing Information (if different):

Contact Name: _____ Telephone:(_____)

Email Address: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Account Setup Information:

Payment method requested (check one):

On Invoice by Credit Card for each request(requires pre-approval)

Password requested (password will be case sensitive, please write clearly): _____

Please provide us with a copy of: ♦ Company Letterhead or Business Card

1) Report results are not guaranteed and fees will be collected regardless of report content, delays, errors, or other changes, provided that work/research has been undertaken for the benefit of Client. In the case of non-payment, the client agrees to pay all costs associated with the collection of said fees, including interest and reasonable attorney's fees. Once a report request has been submitted the fee is non-refundable, and any refund or credit issued is solely at the discretion of CFM, with the exception noted above. Fees will be payable for each Report provided to Customer in accordance with the price as ordered or as otherwise provided to Customer by CFM at the time of ordering. CFM will invoice Customer monthly or charge Customer credit card, and full payment is due in thirty (30) days. For invoices that remain unpaid after thirty (30) days, interest will accrue at a rate equal to the lesser of (a) 1.5% per month or (b) the maximum permitted by law.

2) Client hereby agrees to protect, indemnify, defend and hold harmless CFM and all its employees, officers and directors (collectively "CFM Representatives") from and against any and all costs, claims, demands, losses and liabilities including actual attorneys' fees (collectively referred to as "Losses") arising from or in any way related to use by Client (including disclosure to any third party without CFM's prior written consent as provided below) of information furnished by or through CFM; provided however, that such indemnification shall not apply where such Losses result from the gross negligence, willful misconduct or criminal acts of CFM Representatives.

3) Client and its affiliated companies are entitled to use internally the information provided by CFM, and may divulge such information to the individual to whom such information relates (herein "Subject"), provided however that Client and its affiliated companies are in no event authorized to disclose to any Subject at any time, either directly or indirectly, and whether prior to, during or following CFM's investigation, the identity of CFM as the source of such information. In no event, however, may any information provided by CFM pursuant to this Agreement be used, in whole or in part, for the purpose of serving as a factor in establishing or evaluating a Subject's eligibility for employment, promotion, reassignment, or retention as an employee ("Employment-Related Purpose"). Information that is to be used for an Employment-Related Purpose will only be provided by CFM pursuant to the terms of a duly executed Professional Services Agreement for Pre-Employment Background Checks.

4) Except with respect to third parties who are determined by Client in good faith to need such information in order to accomplish a lawful and valid business purpose consistent with Client's business requirements, neither Client nor its affiliated companies is authorized to divulge such information to any third party without CFM's prior written consent; being agreed that if either Client or any of its affiliated companies can by means of competent contemporaneous written evidence be shown to possess any part of such information before CFM disclose it to Client, then Client and its affiliated companies will be entitled to use such part of the information freely and divulge it freely to third parties. Provisions hereof related to release of claims, indemnification, use of information, payment for Services and disclaimer warranties shall survive any termination of this Agreement.

5) Notwithstanding anything to the contrary herein, Client is free to make (and this Agreement does not restrict) disclosure of any information provided by CFM without CFM's prior written consent in a judicial, legislative or administrative proceeding or to a governmental or other regulatory agency.

Client also hereby further agrees that a photocopy of this Agreement may be considered as valid as the original.

Client hereby authorizes **CFM** to obtain any and all information it may require concerning the statements on this Business Agreement, which shall remain the property of **CFM**.

I certify that (a) I have read the foregoing paragraphs, (b) all information I have provided is accurate, and (c) none of the information provided by CFM pursuant to this Agreement will be used, in whole or in part, for an Employment-Related Purpose.

Date: _____

Signature: _____

Duly Authorized Officer of the Client

Print Your Name and Title Here

Print Client Name Here

Payment Authorization

Auto-Debit:	I hereby authorize Cotal Systems, Inc. to bill my Visa, MasterCard, Discover, or American Express card the full amount of all purchases or any monthly invoice which is due and owing by me or my company to CheckFundManager LLC, Cotal Systems Inc, or CheckFundManager.com.
Printed Name on Card:	
Contact phone:	<input type="text"/> Fax: <input type="text"/>
Email address:	
Company Name:	
Billing Address of Cardholder :	
City:	<input type="text"/> State: <input type="text"/> Zip:
Card Number:	
Expiration Date:	Month/Year: <input type="text"/>
Terms and Conditions:	This fee is being collected as payment or prepayment for services rendered, and not for the delivery of a product. Due to the nature of public records searching, results are not predictable. Any credits or refunds issued are solely at the discretion of CheckFundManager LLC. I, the undersigned, HEREBY AUTHORIZE CheckFundManager to WITHDRAW FUNDS from my credit card account.
Cardholder Signature:	
Today's Date:	<input type="text"/>

CheckFundManager LLC, dba CheckFundManager.com
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