



**1-877-71-STEALTH**  
 We're only a phone call away.

702 Kentucky Street 550 Bellingham, WA 98225

Partner Application / Agreement / Terms and Conditions

**Referred By:** \_\_\_\_\_

Phone: \_\_\_\_\_

Legal Company Name: \_\_\_\_\_

Doing Business as: \_\_\_\_\_

Person responsible for payment: \_\_\_\_\_

Title: \_\_\_\_\_

Company Phone(s): \_\_\_\_\_

Answering Service  Yes  No

Company Fax: \_\_\_\_\_

Company Email(s): \_\_\_\_\_

Physical Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Street: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Date your business was established \_\_\_\_\_

Does the Company hold any professional licenses?  Yes  No

If yes, indicate which:

LIC# \_\_\_\_\_ State: \_\_\_\_\_ Type: \_\_\_\_\_

LIC# \_\_\_\_\_ State: \_\_\_\_\_ Type: \_\_\_\_\_

LIC# \_\_\_\_\_ State: \_\_\_\_\_ Type: \_\_\_\_\_

LIC# \_\_\_\_\_ State: \_\_\_\_\_ Type: \_\_\_\_\_

Does the Company intend to resell or release any knowledge/data from the report to a third party?  Yes  No

If, yes, indicate how:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By initialing this document I declare that the information given on this document is true, correct, mine to Provide, and legally sufficient to conduct business with.

Initials: \_\_\_\_\_.



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**Credit Card (Required)**

This is your primary payment method. Please use a credit card not attached to a PayPal account.  
Your company must establish a relationship before we will accept another form of payment.  
**(Please circle your credit card type.)**

VISA / MASTERCARD / DISCOVER / AMERICAN EXPRESS

Credit Card: # \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Expiration Month: \_\_\_\_\_ Year: \_\_\_\_\_ Security Code: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

According to the Definitions for this page:

- (a) "Agreement" or "Agree" means: a promise, acknowledgment, or Agreement (as a contract) that binds agreeing party to a necessary fulfillment of this legally binding contract.
- (b) "Agent" means: An authorized member of Stealth Data Solutions LLC, acting in legal commission of Stealth Data Solutions LLC's authorized (i) subsidiaries, (ii) members, (iii) successors, and (iv) assigns.
- (c) "Hold Harmless" means: An Agreement to indemnify, hold harmless, and save Agent and Partner from any and all claims, damages, losses or actions resulting from, or arising out of (i) lawful and legitimate efforts to collect payment for Products, or services and (ii) any actions resulting from Products, or services requests made by Agent or I, and (iii) the unlawful or uncivilized acts of a third party.
- (d) "I the Partner", "me", or "I" means: (i) an individual acting in legal commission for principal and partner company, and authorized by principal to do so, or (ii) the principal.
- (e) "Representative" means: Agent is commissioned to voluntarily (i) promote or refer Products, or services and (ii) collect any payment from me, for referring or providing Customer(s), Partner(s), Products, or services by or through Agent, and (iii) refer Customer to I.
- (f) "Products, or services" means: products or services passed to authorized Customer, Partner, or I from or through Vendor, Partner, Agent, or I, for the purpose of fulfilling any authorized work order requested by Customer, Partner, or I, and delivered as Representative.

I Agree to allow Agent to act as my Representative. I Agree to allow Agent to collect payment with the data provided above. I Agree to allow Agent the usual fees and expenses for Products, or services performed. I Agree to Hold Harmless. I openly declare that I am authorized to grant full permissions, and I am authorized to disclose the data provided by me. I Agree to authorize payments for any Products, or services rendered, and understand that this contract is legally binding. By signing this document, I also declare that I have legal and law-binding rights to give the data provided above, under State and Federal laws. I understand the significance and implications of this document, and now sign and authorize voluntarily:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_  
Last, First

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**OUR INTENT:** Because Stealth Data Solutions LLC deals in such a sensitive industry, this agreement is required of all Partners. Stealth Data Solutions LLC deals in dispatching risk management, information services and products for corporate security and other professional agencies worldwide, armored services to qualified consumers, and access to screening services for property managers and employers. This agreement is provided for the protection and peace of mind of past, present, and future customers, Stealth Data Solutions LLC, all screening applicants, and our partners. It is necessary for the goodwill, value, and security of everyone that Stealth Data Solutions LLC and all partners be held harmless (as defined below). Customers should consider Stealth Data Solutions LLC an independent asset to their business/corporate security. We always suggest consulting an attorney if you're unsure of the contents of any document. We look forward to your business.

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### Partner Agreement | Terms And Conditions

This AGREEMENT is made as of \_\_\_\_\_ between STEALTH DATA SOLUTIONS LLC, its authorized subsidiaries, members, successors and assigns herein designated ("Agent"), and \_\_\_\_\_, herein designated ("me"), ("I the Partner"), or ("I"); acting as authorized members or principals, in consideration of both parties' obligations in this Agreement and intending to be legally bound, Agent and I Agree as follows:

I Agree and understand these Definitions are for the purpose of this entire Agreement and Definitions:

- (a) "Agreement" or "Agree" means: a promise, acknowledgment, or Agreement (as a contract) that binds agreeing party to a necessary fulfillment of this legally binding contract.
- (b) "Agent" means: An authorized member of Stealth Data Solutions LLC, acting in legal commission of Stealth Data Solutions LLC's authorized (i) subsidiaries, (ii) members, (iii) successors, and (iv) assigns.
- (c) "Hold Harmless" means: An Agreement to indemnify, hold harmless, and save Agent and Partner from any and all claims, damages, losses or actions resulting from, or arising out of (i) lawful and legitimate efforts to collect payment for Products, or services and (ii) any actions resulting from Products, or services requests made by Agent or I, and (iii) the unlawful or uncivilized acts of a third party.
- (d) "I the Partner", "me", or "I" means: (i) an individual acting in legal commission for principal and partner company, and authorized by principal to do so, or (ii) the principal.
- (e) "Representative" means: Agent is commissioned to voluntarily (i) promote or refer Products, or services and (ii) collect any payment from me, for referring or providing Customer, Partner(s), Products, or services by or through Agent, and (iii) refer Customer to I the Partner.
- (f) "Products, or services" means: products or services passed to authorized Customer, Partner, or I from or through Vendor, Partner, Agent, or I, for the purpose of fulfilling any

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- authorized work order requested by Customer, Partner, or I, and delivered as Representative.
- (g) "I the Partner", "me", or "I" means: Acting in commission for principal, I the signor am authorized by principal to represent the entity or business entering into this binding Agreement, or I am a principal of the entity or business entering into this binding Agreement.
  - (h) "Vendor" means: A Products, or services provider, not under Partner Agreement.
  - (i) "Information" collectively and individually shall mean but is not limited to: any lawful purpose, proprietary Confidential Information, retrieval techniques, trade secrets, Customer Data, Data requested, Data provided by me, prospective or current Partner or Customer Agreements related to Agent, Partner and Customer identities, Agent prices, Agent marketing materials, or any other materials produced by or related to the operation of Agent, all of which are and will remain the sole property of Agent.
  - (j) "Customer" means: (i) an individual or entity, under Agreement with Agent to receive Products, or services from or through Agent, Partner, or I.
  - (k) "Association" means: a business or financial relationship between two parties.
  - (l) "Confidential" means: Information or Data entrusted in one party, which places special trust, confidence, and reliance in and is influenced by another, who has a fiduciary duty to act for the benefit of the abovementioned one party.
  - (m) "Partner" means: any and all entity/entities or individual(s) other than I, acting in commission for principal and authorized by principal to do so, or the principal, which has (i) been approved by Agent, and (ii) entered into a legally binding Partner Agreement with Agent to provide Products, or services to Customer or Partner through Agent, either directly or indirectly.
  - (n) "Customer Data" means: knowledge authorized for release by Customer, for the purpose of fulfilling any work order, Products, or services for delivery to Customer.
  - (o) "Partner Data" means: knowledge authorized by any Partner for release, for the purpose of fulfilling any work order, Products, or services for delivery to or from any authorized Partner or Customer.
  - (p) "Agent Data" means: knowledge authorized for release by Agent for the limited purpose of fulfilling any work order to be completed by Partner, Vendor, or me.
  - (q) "Data provided by me" means: knowledge authorized by me , for the purpose of fulfilling any work order, Customers, Products, or services for delivery to me.
  - (r) "All Data" means: (i) Data provided by me, and (ii) Customer Data, and (iii) Partner Data, and (iv) Agent Data.
  - (s) "Data requested" means: any and all knowledge provided to me, Customer, or Partner for Products or services requested, through Partner or Agent, either directly or indirectly.

I the Partner acknowledge and Agree to each of the following Terms and Conditions (Paragraph one (1) through nine (9)):

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**Paragraph 1:** (a) If I provide Agent, Vendor, or any other Partner with any incorrect, non-current, illegible, or misspelled Data provided by me, I Agree nonetheless to pay for the results and search inquires of work requests made by me or any authorized entity in commission of me. I Agree to any additional and reasonable fees which may be incurred if critical Data provided by me needs to be corrected by Agent or any other Partner or Vendor for any continuation of requested Products, or services. (b) I understand that the Customer is liable for any fees and costs for Products, or services requested by Customer which may be provided by or through Agent; I Agree that in any case where I request Products, or services through Agent, I will allow Agent to act as Representative. I Agree to Hold Harmless Agent, Vendor, and any other Partner. I understand and agree that collection actions will take place for past due monies I the Partner owe, which are not completely paid off after a period of ninety (90) days, and Agent will act as Representative. Agent reserves the right to commission any collections agencies for the purpose of collecting any due payment(s). I the Partner Agree that regardless of the cause of any loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, the aggregate liability for any and all losses or injuries arising out of any Agent or Partner act or omission, of or in connection with anything done or furnished shall never exceed one hundred (100) United States Dollars. I the Partner covenant and Agree not to sue Agent or Partner, or seek punitive damages for an amount greater than one hundred (100) United States Dollars. Agent and I Agree and understand that this Agreement in its' entirety is binding Nationally and Internationally for all time for both Agent and I.

**Paragraph 2:** Payments will be made out to: Stealth Data Solutions LLC (or the name listed on the most recent invoice), to the mailing address listed on the most recent invoice. In the event of non-payment thirty (30) days from invoice date, I Agree to pay a service charge of 10% per month plus a \$10.00 administration fee, which may be added to each past due invoice request. I Agree that collection actions may take place for past due invoice(s) which are not completely paid off after a period of ninety (90) days. I also authorize Agent to check my personal and/or business credit and/or financial history, as I personally guaranty payment for Products, or services rendered. I understand that any account that goes inactive for a three (3) month period will incur a \$20.00 fee for each occurrence as an account maintenance fee. I also attest under penalty of law that I am authorized to disclose and use the credit card given for payment for Products, or services rendered and am financially and legally responsible for bills incurred. By receipt of Products, or services, I Agree to, and shall comply with: changes to the pricing that Agent or Partner may make available through routine e-mail, facsimile, verbal notification, mail, or other written notification. All e-mail notifications shall be sent to the e-mail provided by me above, unless otherwise stated in this Agreement. The charges for all Products, or services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to me.

IN THE EVENT I am engaged under any other contract or Agreement with Agent at any current, previous, or future time or date, I acknowledge and Agree to each of the following conditions of the Professional Services clause (Paragraph 3):

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**Paragraph 3: Professional Services:** I the Partner and Agent Agree: Partner Agreement and any attached commission Agreement which are signed and dated by Agent and I the Partner on this day take precedence over any and all other contracts between Agent and I, unless stated otherwise explicitly in an amendment signed and dated by both Agent and I. The same entity or business, or any one person in commission of said entity or business will include in its meaning also any changes of name or ownership.

**Paragraph 4:** **I understand section (a) of paragraph 4 is not binding to this Agreement, and is only provided for the informative benefit of I the Partner.** I acknowledge that Customer has Agreed generally either in part or in whole to the statements in section (a) of paragraph 4 of this document for the protection of Agent and I, but is in no way identical or legally binding for all Customers, as Agent reserves the right to change the Terms and Conditions of the Customer Agreement at any time: **(a)** In the event of error or omission by or through Agent, Customer will not hold Agent or Partner liable and Agree that Customer is not entitled to punitive damages as a result of any such errors, and will further defend, indemnify, and Hold Harmless from any action(s) arising from providing requested Data. Customer understands that Data sources from databases are at times inaccurate in their data and has Agreed to Hold Harmless Agent and Partner. Customer Agree(s) that disputes must be accompanied by authoritative documentation that the Data was in error at the time the search was completed by Agent or Partner. Customer Agrees to protect, indemnify, defend, and Hold Harmless from any actions arising from or in anyway related to the use of Data furnished by or through Agent or Partner and received by Customer (or any third party receiving such Data from or through Customer). The Customer Agrees that regardless of the cause of any loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, the aggregate liability for any and all losses or injuries arising out of any Agent or Partner act or omission, of or in connection with anything done or furnished shall never exceed one hundred (100) United States Dollars. Customer covenants and Agrees not to sue Agent or Partner, or seek punitive damages for an amount greater than one hundred (100) United States Dollars. **I understand sections (b), (c), (d) of paragraph 4, & every paragraph and subsection henceforth below are legally binding:** **(b)** In the event of error or omission by or through Agent or Partner, I will neither hold Agent nor Partner liable and Agree that I am not entitled to punitive damages as a result of any such errors, and will further defend, indemnify, and Hold Harmless from any action(s) arising from providing Data requested by me, Products, or services. I also Agree that any legal action filed by Agent will fall under the jurisdiction of the court of authority located in the geographical area of the home office of Agent. I understand that sources from databases are at times inaccurate in their data and Agree to Hold Harmless. I Agree that disputes to Partner must be accompanied by authoritative documentation that any of All Data, Products, or services were misrepresented, damaged, or in error at the time the Products, or services were completed. I hereby Agree to protect, indemnify, defend, and Hold Harmless from any actions arising from or in anyway related to the use of any and All Data, Products, or services furnished by or through Agent or Partner and received by me (or any third party receiving said Data from or through me). I Agree that regardless of the cause of any loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, the aggregate liability for any and all losses or injuries arising out of any Agent or Partner act or omission, of or in connection with anything done or furnished shall never exceed one hundred

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(100) United States Dollars. I covenant and Agree not to sue Agent or Partner, or seek punitive damages for an amount greater than one hundred (100) United States Dollars. The prevailing party in any action, claim or lawsuit brought pursuant to this Agreement is entitled to payment of all attorney fees and costs expended by such prevailing party in association with such action, claim, or lawsuit. (c) I the Partner Agree that I will quickly and fairly resolve any complaint, or refund Customer costs for any disputes which are accompanied by authoritative documentation that the Data Provided by me, Products, or services were misrepresented, damaged, or in error at the time the Products, or services were completed. (d) I acknowledge that at times certain professional licenses are required to perform certain professional Products or services, or obtain Data requested around the world. In light of this, I understand Agent must dispatch or obtain certain Products, or services and while acting as Representative may disclose Data provided by me to Agent, and I authorize such actions for any Data requested, or requested Products, or services. I understand that some Products, or services are limited to professionally licensed consumers, Partners, or Customers, and that I may be therefore limited from certain Products, or services. I understand that Agent may allow that I work directly with Customer or Partner, however, I also Agree that working directly with any Customer or Partner does not in any way grant Partner permission to bypass Agent to receive or provide, either directly or indirectly Products, or services to or from any Partner or Customer without prior written consent from Agent and the fulfillment by I the Partner, of any and all obligation(s) or Agreement(s) contained in this Agreement. I understand these measures are necessary to protect Agent Information and consequently, to preserve the value and goodwill of Agent, any other Partner, and me. I Agree I will not buy or use any Products, or services from any Partner without the prior written consent of Agent. I Agree I will not enter into any business, Products, or services contract, verbal or otherwise, with Partner or Customer without direct written consent of Agent; In the event I contract or obligate in any way with Partner or Customer without the consent of Agent, I Agree that any and all such contracts and obligations will be considered null and void, and any monies due to Agent from such transactions will be paid by me to Agent immediately.

**Paragraph 5:** Agent acknowledges Partner's right to privacy and will not ever disclose confidential Partner trade secrets without the prior consent of Partner, with exception to Data provided by me, and data voluntarily provided to Agent by me, in order to perform requested actions as Representative. I the Partner Agree that I will always derive significant value from Agent or any other Partner when any type of Information and/or any of All Data is provided from Agent, Vendor, or Partner, and will always consider such Information and All Data Confidential. Partner and Agent acknowledge that Partner and Agent own, possess, or control certain trade secrets and proprietary Confidential Information acquired through the expenditure of: time, effort, money, technical resources, and innumerable investments. I the Partner Agree to use all reasonable efforts to protect Agent interest in Information and keep Information Confidential. I Agree that my obligations include, but are not limited to my Agreement that at any time or physical location unless in writing by Agent, neither I nor any third party I have passed Information to, will ever, at any time or place:

- (a) disclose nor use Agent or Partner Information, and
- (b) in any way, directly or indirectly compete against Agent by disclosing any Agent Information to any entity or using any such Information, and

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(c) directly or indirectly disclose or verify the names, locations, identifying materials, Products, or services, of any Partner or Customer to any other Customer or Partner, and

(d) attempt to acquire Information in any way, directly or indirectly, (except by requesting voluntary consent of Agent). I further acknowledge that these measures are necessary to protect Agent and Partner Information and, consequently, to preserve the value and goodwill of Agent and Partner. I acknowledge these terms are reasonable, especially since I, Agent, and any other Partner have a desire to protect Information. I Agree that Agent is not obligated in any way to provide access to any Partner or Vendor source(s). Agent and I Agree that should I violate obligations a, b, c, or d (above); Agent may be entitled to monetary compensation for losses sustained as a result of unauthorized disclosure of Agent Data or Information to any entity at any time without the prior written and signed consent of Agent and I.

**Paragraph 6:** Account Termination: I reserve the right to terminate active status at any time, which does not in any way end any Partner obligations or Agreement(s). Agent reserves the right to refuse Products, or services and/or terminate any Association with or without cause, at any time. In the event of any Termination, I the Partner Agree to continue to uphold and obey all Terms and Conditions of this Agreement for all time, especially paragraphs: 2, 3, 4, 5, 6, 7, 8, and 9. In the event of any Termination, Agent will continue to add any fees listed in the Payment of Commission (Paragraph 7), as well as normal interest and non-payment fees listed in Paragraph 2. In event of Termination, Agent reserves the right to use any and all collection means or methods to recover any delinquent payment due, and to act as Representative to collect payment. I Agree that any Termination of Partner Agreement or termination of any Association or status will not affect the protection of this Agreement and any and all Partner Agreement provisions and obligations for all time.

**Paragraph 7:** Payment of Commission: (a) I Agree to the terms of Payment of commission below and I the Partner Agree I will Pay Agent any and all commissions as outlined in this paragraph. I Agree that any Customer or Partner brought to me is part of Information and in consideration of this, I the Partner Agree I will fulfill any and all responsibilities and obligations listed in this entire Agreement. I understand Agent does not need to make any direct sales for any and all Products, or services I provide in order to receive commissions. I Agree that I am obligated to pay any and all commissions for the life of any and all Relationship(s) of any form between me and any and all Customer(s) or Partner(s). I understand name changes or changes in ownership do not in any way reduce any and all obligations of this Agreement. I understand Agent has provided a referral service any time I transact funds with any Customer, and therefore am obligated to pay any fees as such to reward Agent for this service. I Agree commissions will be paid for any business generated, as a percentage of gross business or funds generated at any time, even if Agent is not directly or indirectly involved in the sale. I Agree to pay Agent all monies due for commissions from sales to any Customer or Partner from the month of sales no later than the first (1'st) of the following month. I Agree any payments for Data requested, Products, or services requested by me can and will be debited to the authorized credit card provided above, at the time of delivery. Commissions will be paid by me to Agent based on an amendment, to be signed and dated by Agent and me at some later date. Agent reserves the right to pay me directly for Products, or services and receive a discount equal to any commission payment that would have been paid (based on the monthly sales at that time).

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**Paragraph 8:** Agent reserves the right to favor, market, or sponsor any Partner or Vendor Products, or services more selectively than others. If Agent determines that I, or any Partner Products, or services are highly valuable, affordable, or specialized, Agent reserves the right to positively rate and disclose the general performance of said Partner Products, or services. Agent reserves the right to rate the performance of Partner and/or I, and inform any and all Customer(s), Vendor(s), and Partner(s) in the event of any reductions in said performance of value, affordability, specialized Products, or services occur to Partner or me.

**Paragraph 9: Miscellaneous:** The court of authority for any disputes shall be located in the geographical area of the home office of Agent, and shall govern this entire Agreement. I Agree that a copy of this Agreement will have the same force, authority, effect, and legal standing as the original, of which is signed by Agent and I. Failure to enforce any provision of this Agreement by either I, the Agent, Customer, or Partner shall not constitute a waiver of any provision of this Agreement. The provisions of this Agreement shall be deemed severable: In the event that any provision of this Agreement is determined to be unenforceable or unlawful, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not influence the validity and enforceability of any other remaining provisions of this Agreement. Agent reserves the right to change the Terms and Conditions at any time for future contracts, or to amend this contract with both Agent and Partner signed and dated consent. I Agree Agent reserves the right to audit and investigate my financial records in the event Agent has reason to believe that I am misrepresenting, misleading, or underpaying Agent. No modification or waiver of any provision of this Agreement shall be binding unless signed and dated by Agent and Customer. This Agreement constitutes the entire Agreement between Agent and I with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties Agree to entire Agreement, and have executed this Agreement on the day, month and year set forth below:

**Partner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Agent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

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