



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

702 Kentucky Street 550 Bellingham, WA 98225

Customer Application / Agreement / Terms and Conditions

Referred By: \_\_\_\_\_  
 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 data from the report to a third party?  
 \_\_\_ Yes \_\_\_ No

If, yes, indicate how: \_\_\_\_\_

**Payment Information:** Please indicate your credit card company below and enter in the correct billing information as held by your financial institution.

**Credit Card Required** - This is your primary payment method. Please use a credit card not attached to a PayPal account. Your company must be an established customer 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: \_\_\_\_\_

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.

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According to the Definitions for Purpose of 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 requests made by me, and (iii) the unlawful or uncivilized acts of a third party.
- (d) "I" means: (i) an individual, acting in legal commission for principal and authorized by principal to do so, or (ii) the principal. (e) "Representative" means: to allow Agent to (i) dispatch Products, or services provided I have given written and/or spoken consent for Products, or services, and (ii) collect any payment from me for Agent or Partner Products, or services.

I Agree to allow Agent to act as my Representative. I Agree to allow Agent to collect payment with the data provided above, providing Agent has given 90 days from the invoice date to make full payment. 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 with the data provided by me, and that I am authorized to provide the data on this document. I Agree to authorize payments for 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 requested above, under State and Federal laws. I understand the significance and implications of this document, and now sign and authorize voluntarily.

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

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OUR INTENT: Because Stealth Data Solutions LLC deals in such a sensitive industry, this agreement is required of all Customers. Stealth Data Solutions LLC deals in dispatching risk management, information, products, and services for corporate security and other professional agencies worldwide, armored services to qualified consumers, and access to screening services for qualified 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.

### **Customer 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 Customer"), 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:

#### **Definitions for Purpose of Entire Agreement:**

- (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 requests made by me, and (iii) the unlawful or uncivilized acts of a third party.
- (d) "I the Customer", "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.
- (e) "Customer" means: (i) any individual or entity, under Agreement with Agent to receive or be referred to Products, or services through Agent, Partner, or Vendor.
- (f) "Representative" means: Agent is commissioned by me to (i) dispatch or obtain Products, or services provided I have given written and/or spoken consent for Products, or services,

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- and (ii) collect any delinquent payment from me for Agent or Partner Products, or services, and (iii) refer me to Partner.
- (g) "Information" collectively and individually shall mean but is not limited to: any lawful purpose, proprietary Confidential Information, retrieval techniques, trade secrets, Data provided by me, Data requested 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.
  - (h) "Partner" means: an individual, 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.
  - (i) "Association" means: a business or financial relationship between two parties.
  - (j) "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 party.
  - (k) "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.
  - (l) "Agent Data" means: knowledge given for release by Agent for the limited purpose of fulfilling any work order to be completed by Partner, Vendor, or me.
  - (m) "Data provided by me" means: knowledge passed from me, to Agent or Partner, for the purpose of fulfilling any work order, Customers, Products, or services for delivery to me.
  - (n) "All Data" means: (i) Data provided by me, and (ii) Partner Data, and (iii) Agent Data.
  - (o) "Products, or services" means: products or services passed to authorized Customer, Partner, or I from or through Partner, Agent, or Vendor, for the purpose of fulfilling any authorized work order requested by Customer, Partner, or I, and delivered as Representative.
  - (p) "Data requested by me" means: knowledge provided to me, by or through Agent or Partner, either directly or indirectly.

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

1. Customer represents and warrants that all of Customer use of Agent Products, or services shall be for only legal and legitimate purposes, in connection with specific Data requested by me.
2. If Agent or Partner is provided 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. I Agree to any additional and reasonable fees which may be incurred if critical Data provided by me needs to be corrected by or through Agent, Vendor, or Partner for any continuation of requested Agent Products, or

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services. In the event of non-payment thirty (30) days from invoice date (assuming Agent allows thirty (30) days from invoice date to receive payment), I Agree to pay a service charge of 10% per month, or the highest legally allowable interest rate, plus a ten dollar (\$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 Agree any payments for Data requested, Products, or services requested by me will be debited to the authorized credit card (provided by me) at the time of delivery. 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, and I further 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 me. I also Agree that any legal action filed by either Agent or I will fall under the jurisdiction of the court of authority located in the geographical area of the home office of Agent. I understand that any account that goes inactive for a three (3) month period will incur a twenty dollar (\$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 individual named above (me), 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 Customer account. **IN THE EVENT THAT I am also a Partner or vendor with Agent, either currently or at a later date, I acknowledge and Agree to each of the following conditions of the Professional Services clause (Paragraph 3):**

3. **Professional Services:** Agent and I Agree: Partner Agreement takes precedence over this Customer Agreement if: (i) the same entity or business, or (ii) any one person in commission of said entity or business signs both a Customer Agreement and a Partner Agreement. 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.

4. 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 error(s) or omission(s), and will further defend, indemnify, and Hold Harmless from any action(s) arising from providing Data requested by me, Products, or services. I understand that sources from databases are at times inaccurate, and Agree to Hold Harmless. I Agree that disputes to Partner must be accompanied by authoritative

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documentation that any and All Data, Products, or services were misrepresented, damaged, or in error at the time the Products, or services were completed. I the Customer 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 furnished by or through Agent or Partner and received by me (or any third party receiving such Data from or through me). I the Customer 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 covenant and Agree not to sue Agent or any 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.

5. **Obligations:** Agent acknowledges I have a right to privacy, and will not disclose confidential trade secrets or other explicitly important knowledge without the prior written consent of me. I the Customer Agree that I will always derive significant value from Agent and Partner when any type of Information and/or any of All Data is provided from Agent or Partner to me, and will always consider such Information and All Data Confidential. I acknowledge that Agent owns, possesses, and controls certain trade secrets and proprietary Confidential Information through the expenditure of: time, effort, money, technical resources, and innumerable investments. I 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,:

**(a) neither I nor any third party I have passed Information to, will at any time disclose nor use Agent or Partner Information, and**  
**(b) neither I nor any third party I have passed Information to, will at any time in any way, directly or indirectly compete against Agent by disclosing any Agent Information to any entity or using any such Information, and**  
**(c) neither I nor any third party I have passed Information to, will at any time directly or indirectly disclose the names, locations, Products, or services, or identifying materials of any Partner or Customer to any other Customer or Partner, and**

**(d) neither I nor any third party I have passed Information to, will at any time 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 Information and, consequently, to preserve the value and goodwill of Agent and Partner. I acknowledge these terms are reasonable, especially

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since Agent and Partner have a desire to protect Information. I acknowledge I will not be precluded from access to legal knowledge authorized for release by Agent, as long as I am obligated not to disclose Information. I realize that Agent is not obligated in any way to provide access to any Partner or vendor source(s). I the Customer 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.

6. I acknowledge that at times certain professional licenses are required to perform certain professional Products, or services around the world. In light of this, I understand Agent must dispatch or obtain certain Products, or services, and may disclose Data provided by me to Partner or Vendor while acting as Representative either nationally or internationally, and I authorize such actions. I understand that some Products, or services are limited to professionally licensed consumers or Customers, and that I may be therefore limited from certain Products, or services. I understand that Agent will guard and protect to the best of Agent's abilities any and All Data provided by me to Agent, Agent to Partner, or Partner to Agent on behalf of me. I understand that Agent may allow that I work directly with Partner or Vendor, however, I also Agree that working directly with any Partner does not in any way grant me permission to bypass Agent to receive Products, or services directly from any Partner without prior written consent from Agent. I understand these measures are necessary to protect Agent Information and consequently to preserve the value and goodwill of Agent and Partner. 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 or services contract verbal or otherwise with Partner, without direct prior written consent of Agent.

7. **Account Termination:** I the Customer reserve the right to terminate any Association or commission at any time. Agent reserves the right to refuse any Products, or services, or terminate any Association with or without cause, at any time. In the event of termination, and in any event, I the Customer 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, and 8. In event of Termination, Agent will not add any new fees, with exception to any addition of normal interest and non-payment fees listed in paragraph two (2). In event of Termination, Agent reserves the right to all legal collection means to recover monies for Products, or services provided to me. I Agree Termination of Partner Agreement does not Terminate any Partner Agreement obligations or provisions at any time.

8. **Miscellaneous:** The court of authority shall be located in the geographical area of the home office of Agent, and shall govern this entire Agreement. Failure by Agent or I to enforce any provision of this Agreement 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

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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. No modification or waiver of any provision of this Agreement shall be binding unless accompanied by a legally binding document, signed and dated by Agent and Customer. This Agreement constitutes the entire Agreement between Agent and I the Customer 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:

**I, the Customer Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Last, First

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

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