

REFERRAL AGREEMENT

This Agreement ("Agreement") dated this ____ day of _____ 2008, ("Effective Date") by and between _____ a ("Professional Services Firm") whose address is _____ and whose Tax ID No. is _____, and First Advantage Litigation Consulting, LLC ("FALC"), a Virginia limited liability company with offices at 45240 Business Court, Suite 300, Sterling, Virginia 20166. This Agreement supersedes any other agreements for the same referrals previously executed between the Professional Services Firm and FALC.

FALC is a business that provides its clientele with Computer Forensics, Data Recovery Services, and E-Discovery Services ("Services") utilized in litigation.

The Professional Services Firm has valuable client relationships that allow the Professional Services Firm to provide advice to its clients. From time to time, the Professional Services Firm may become aware that a particular client is in need of Computer Forensics, Data Recovery Services, or E-Discovery Services such as those provided by FALC.

1. Referrals

- a. The Professional Services Firm will provide client referrals to FALC, for clients needing Computer Forensics, Data Recovery or E-Discovery services. The fees payable for successful referrals are set forth in Exhibit A. FALC reserves the right to modify Exhibit A as it deems appropriate, and the Professional Services Firm reserves the right to cease referrals.
- b. The Professional Services Firm will begin the referral process by calling the toll-free number provided on the FALC website or in FALC brochures, or by filling out an electronic request form on the FALC website, or by sending an email to an address provided on the FALC website. The Professional Services Firm will provide information about itself, will provide basic client identifying information for a conflict check, and will provide a basic description of the anticipated client need for FALC services.
- c. FALC will perform a conflicts check and respond to the Professional Services Firm within 24 business hours in regard to the request. If FALC has a conflict, it will decline to pursue the matter, and may not be able to explain the nature of the conflict.
- d. If FALC already is considering providing the services directly to the same Client, or through a law firm, or through a previous contact with a FALC employee about the same need, or through some other channel of contact about the same need, FALC will decline to pursue the request through the Professional Services Firm.
- e. This Referral Agreement may not be used to determine the identity of FALC clients or projects. For that reason, FALC reserves the right to refuse any service request without explanation.

2. Compensation

- a. FALC will compensate the Professional Services Firm in accordance with the schedule set forth in Exhibit A.
- b. Compensation shall be calculated monthly and paid in the month following the collection by FALC of billings for services provided to clients by FALC, which clients were referred to FALC by Professional Services Firm under this Agreement.

3. Other Terms

- a. FALC has its own conflicts systems, creditworthiness standards, and other criteria for accepting or rejecting service requests. No compensation shall be payable hereunder except on service requests approved by FALC, invoiced to the client, and on sums collected by FALC.
- b. FALC reserves the exclusive right to grant credit and establish credit terms.
- c. Prior to inception of services provided by FALC, FALC reserves the right to have a service agreement executed between the Client and FALC in a form acceptable to FALC. Clients that decline to enter into a service agreement with FALC will not be the subject of referral compensation hereunder.

4. **Duties of Professional Services Firm**

The Professional Services Firm agrees to:

- a. refer clients to FALC, which clients the Professional Services Firm believes to be in need of Computer Forensics, Data Recovery or E-Discovery services;
- b. provide accurate and timely information for performance of a FALC conflicts check;
- c. upon request, provide reasonable assistance to FALC in the collection of amounts owed to FALC by Clients referred by the Professional Services Firm, and;
- d. not subcontract or otherwise delegate this Agreement.

5. **Expenses**

- a. FALC shall furnish the Professional Services Firm with a toll free number and marketing materials and brochures for FALC services.
- b. Professional Services Firm's expenses, if any, are the sole responsibility of Professional Services Firm.

6. **Termination**

Either party shall have the right to terminate this Agreement upon thirty (30) days' written notice.

7. **Reports**

- a. After the first referral hereunder, FALC agrees to furnish Professional Services Firm a monthly statement covering the amount of compensation due for the previous month. Any balance due Professional Services Firm shall be payable at the time the statement is rendered.
- b. In the event of termination of this Agreement, the Professional Services Firm shall receive compensation on all Client service agreements from clients referred hereunder, which agreements are in progress before the termination date, even though delivery of Services may not be made until after termination date.
- c. Monthly statements will cease when no further payments are due.

8. **Independent Contractor**

The Professional Services Firm will serve as an independent contractor from FALC and is not acting as an agent or joint venturer of FALC in this Agreement. The Professional Services Firm is responsible to pay all applicable Social Security, withholding, and other state, national or international taxes, licensing fees and other governmental charges if any, incurred by its actions.

9. **Miscellaneous**

- a. Professional Services Firm shall not assign its interest under this Agreement without prior written consent of FALC.
- b. The Professional Services Firm will not make and shall not have authority to make any representations, warranties or commitments binding FALC without the prior written consent of FALC.
- c. This Agreement is void where prohibited by law. Law firms are not eligible to receive referral fees under this Agreement.

10. **Non-Waiver**

The parties hereto agree that failure by either party to strictly enforce any provision of this Agreement shall not constitute a waiver or an estoppel, nor preclude either party from subsequent strict enforcement of any or all provisions hereof.

11. Attorneys' Fees

In any action brought to enforce the terms and conditions to this Agreement, the prevailing party shall be entitled to an award reasonable attorney's fees to be paid by the losing party.

12. Entire Agreement/Amendments

The parties agree that this Agreement constitutes and expresses the entire agreement of the parties with regard to compensation for the Professional Services Firm's referrals to FALC, and all promises, undertakings, representations, agreements, and understandings and arrangements entered into by the parties herein. No alterations or variations of the terms of this Agreement shall be valid unless made in writing, dated, and signed by both parties. This clause may not be altered orally.

13. Severability/Continuity

If any provision of this Agreement shall be found invalid or unenforceable to extent the remainder of this Agreement or the application thereof to other situations, shall not be affected thereby. This Agreement shall be binding and inure to the benefit of the parties and their personal representatives, successors and assigns.

14. Governing Law

This Agreement shall be governed by the laws of the State of Florida and the United States of America, without regard to conflict of laws provisions.

15. Limitation of Liability

In no event shall either party be liable to the other or any third party for any indirect, special, incidental or consequential damages, however caused. In no event shall either party's aggregate liability to the other for any claims arising out of a breach of this agreement exceed the amounts paid and payable under this agreement.

16. Indemnity

Professional Services Firm shall defend, indemnify and hold FALC, its directors, officers employees and agents (collectively, the "FALC Parties") harmless from and against any and all claims, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising out of (i) any breach by Professional Services Firm of the representations and warranties set forth in this Agreement and/or (ii) otherwise arising out of Professional Services Firm's acts and omissions in performing this Agreement.

17. Confidentiality

Each party shall protect the other's Confidential Information disclosed in connection with the performance of this Agreement and shall not use or disclose the other party's Confidential Information except as contemplated in this Agreement. Disclosure of Confidential Information can cause irreparable harm, and at any time either party make seek and obtain injunctive relief as well as monetary damages to stop the unauthorized use or disclosure of Confidential Information and provide economic relief for damage that has occurred.

IN WITNESS WHEREOF, the parties hereto have executed this contract and agreement effective as of the day and year first above written.

First Advantage Litigation Consulting, LLC

PROFESSIONAL SERVICES FIRM:

EXHIBIT A

The following sets forth the compensation to Professional Services Firm for referrals made by Professional Services Firm to FALC.

1. 7% compensation for all Computer Forensics, Data Recovery, or E-Discovery services invoiced by FALC to clients successfully referred by Professional Services Firm, net of out-of-pocket expenses and net of all services invoiced but not collected from the Client. Invoices that remain unpaid will not be the basis of referral compensation.
2. The 7% compensation will be capped at \$US100,000.00.