



Contract Investigator Coordinator
Pamela R. Hummel
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Grove City, PA 16127
Phone: 800-672-1264 Ext. 3418
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FACSIMILE TRANSMISSION

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FAX NUMBER: 703-880-1621

DATE: 2/22/07

TO: *Ramon*

FROM: Pamela Hummel

SENDER'S PHONE NUMBER: 800-672-1264 Ext. 3418

SUBJECT: _____

COMMENTS:

Per your request. Thank you. Pam

The information contained in and transmitted in this telecopy transmission is confidential and proprietary to USIS, its subsidiaries and affiliates. It is intended only for the individual or entity designated above. You are hereby notified that any dissemination, distribution, copying or use of or reliance on the information accompanying this telecopy transmission by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. If you have received this telecopy in error, please contact the sender immediately and notify them that you received this in error. Any information erroneously transmitted to you should be immediately destroyed. Thank you for your attention to this note of confidentiality.

INDEPENDENT CONTRACTOR AGREEMENT

(Government Service)

This Agreement made this 30th day of November ("Effective Date") by and between US Investigations Services, LLC (USIS) and RAMON SEVERINO DAVILA (hereinafter referred to as "Contractor") as follows:

1. Definitions.

- a. "Proprietary Information", means the USIS' trade secrets, customer lists, government data base information and any and all information related to the USIS' business operations and employees.
- b. "USIS Property", means any and all documents owned by USIS or provided by Customers including the government and any and all documents which come into the possession of the Contractor as a result of the performance of services pursuant to this Agreement or otherwise, including manuals, papers, records, customer lists, diaries, business cards, reports, proposals and contracts.
- c. "Customer", means any entity or governmental agency to which Contractor provides or provided services on behalf of USIS at any time during the term of this Agreement.

2.1 USIS hereby contracts with Contractor to provide investigative services as may be requested by USIS, on a "nonexclusive" and "as needed" basis. Contractor to perform and deliver all services in a professional manner and to meet or exceed the highest standards in the industry. It is expressly understood and agreed that USIS shall not be obligated to assign any minimum number of assignments to Contractor.

2.2 Contractor represents and warrants that it and its employees have and shall during

the term of this Agreement maintain sufficient capacity to provide a minimum of seventy (70) hours per month of services to or on behalf of USIS; it being understood and agreed that USIS shall have no obligation to request any minimum quantity of services from Contractor.

3. Except as otherwise provided in this Agreement, Contractor shall not be restricted from rendering similar services to any other entity during the term of this Agreement nor shall USIS be prohibited from obtaining similar services from any third party.
4. Contractor agrees to bill USIS upon completion of work, in accordance with the predetermined value at time of assignment based on the CIPS payment schedule in effect at the time the work is performed or other payment schedule as individually arranged by the parties for individual assignments, and for approved travel expenses relating to work, including mileage reimbursement, according to approved rate in the Federal Travel Regulations. Contractor will submit the claim for payment at the completion of each calendar month. USIS agrees to effect

payment to Contractor within thirty (30) days after receipt of claim for payment, except as otherwise provided herein.

- 5.1 Contractor shall submit work by the Assigned Completion Date ("ACD"). Contractor agrees to correct, without any additional compensation, any product returned as deficient by USIS or the customer. Contractor acknowledges that failure to complete assignments by the ACD and/or repeated instances of deficient products will result in the nonpayment for said work and termination of this agreement. For purposes of this section, time is of the essence.
- 5.2 In addition to any other rights and remedies available to USIS, USIS may deduct from the Contractor's billing at USIS's sole discretion the sum of between two hundred dollars (\$200.00) and five hundred dollars (\$500.00) for each telephonic testimony which is not reflected as a telephonic testimony in Contractor's report. USIS shall provide Contractor with notice of an intention to make such deduction.
6. Contractor agrees that during the term of this Agreement and at all times thereafter, if Contractor becomes aware of any impropriety or wrongdoing by an employee or another Contractor of USIS, Contractor shall fully disclose such information to USIS' Vice President of Human Resources.
7. USIS agrees to provide to Contractor photographic credentials (Contractor must provide photo), an Investigator's Handbooks and/or other operational guidance, and a laptop computer with which to perform USIS work. Contractor understands and acknowledges that misuse of any of the furnished items, including, but not limited to, (1) using credentials for any investigation other than that assigned by and for the benefit of USIS, (2) accessing or attempting to access data-base information on any subject not assigned to Contractor for investigation by USIS, or

(3) revealing to any unauthorized person any information by USIS including, without limitation, information concerning the operational policies and procedures of USIS, is strictly prohibited, and is grounds for immediate termination of this Agreement, as well as possible legal consequences.

8. Contractor agrees to provide, at its sole cost and expense, all other materials necessary for performance of its services. Contractor also agrees to provide own vehicle, and to maintain a valid driver's license and vehicle liability insurance coverage at a minimum level of \$250,000 combined single limit for liability, \$50,000 for property damage and statutory uninsured/underinsured motorist coverage (proof required). Contractor acknowledges responsibility for insurance for him/herself and his/her own vehicle at all times.
9. Contractor shall render services to USIS as an independent contractor. As such, Contractor shall be solely responsible for providing all equipment, material and tools necessary to perform services except as provided herein; and solely responsible and liable for the supervision of its employees and agents and for determining methods and means utilized to render such services. Contractor shall

maintain all necessary payroll and compensation records and be responsible for payment of all federal, state and local taxes and insurances. The only compensation due Contractor shall be as referenced in paragraph 4 above, and Contractor acknowledges and specifically agrees that it is not entitled to participate or receive any other monies or benefits including without limitation, healthcare, pension, employee stock ownership, vacation, bonus or incentive pay.

10. Contractor shall maintain all information delivered by or produced for USIS on a confidential basis and shall not utilize such information directly or indirectly on behalf or for the benefit of any third party.
11. USIS will not be responsible to Contractor for any loss or damage to property of the Contractor or personal injury of the Contractor or it's employees/agents. Contractor agrees to indemnify, defend and hold USIS, its employees and agents harmless from any and all losses for property damage and personal injury (including death) arising from or related to the performance of this Agreement or any breach of any term, covenant, representative or warranty by Contractor, its employees or agents thereof.
12. Contractor covenants and agrees not to assume or create any obligation of any kind, expressed or otherwise, on behalf of USIS or to bind USIS in any manner with respect to third parties.
13. This Agreement is terminable in accordance with section 21 below, and immediately thereupon Contractor will return all USIS or government property, including credentials, computers, software, data, and documents, and any and all copies thereof.
14. The Contractor may not assign or subcontract the services to be rendered

hereunder without USIS' prior written approval; provided, however this Agreement shall be assignable by USIS.

15. Contractor agrees to maintain at its own cost and expense all licenses and business permits necessary to provide the services to be rendered by Contractor to USIS. Contractor further covenants and agrees (i) that he/she will permit no violation of any federal, state and local statute or ordinance while performing services for USIS; and (ii) not to use, carry or possess any weapon of any nature whatsoever while engaged in rendering services on behalf of USIS.
- 16.1 Contractor recognizes and acknowledges that as a result of services rendered pursuant to this Agreement he or she will obtain Proprietary information. Contractor agrees that he or she will not, during or at any time after the term of this Agreement, either directly or indirectly, disclose or use, without the prior written consent of USIS, any Proprietary Information; and that upon termination of each assignment to destroy any and all remaining records unless otherwise directed by USIS related to said assignment.

16.2 Contractor agrees that he or she will not, directly or indirectly, during the term of this Agreement and for a twelve (12) month period thereafter,

(a) solicit, hire, retain or utilize the services of any person who was employed by USIS on a full or part time basis (including without limitation administrative, operational, clerical and security personnel), during the term of this Agreement or any part thereof.

(b) divert, disrupt or interfere with any business relationship between USIS and its Customers.

16.3 The covenants of Contractor set forth in this paragraph 16 shall be construed as independent covenants, and the existence of any claim, demand, action or causes of action of Contractor against USIS, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by USIS of any of the covenants contained herein.

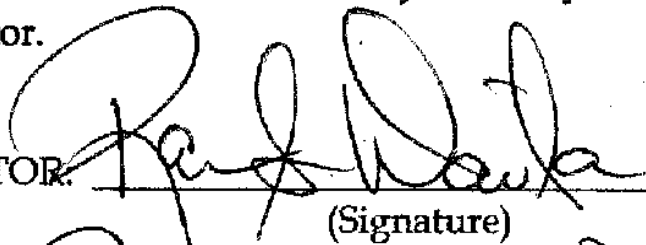
17. This Agreement supersedes all prior agreements and understandings between USIS and the Contractor and constitutes the entire agreement between the parties. There are no representations with respect to the subject matter hereof except as specifically set forth herein. This Agreement may not be modified or supplemented except in writing signed by both parties hereto.

18. The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, this shall not affect the applicability or validity of any other provision of this Agreement, and if any such provisions shall be deemed

invalid or unenforceable as to period of time, territories or business activities, such provision shall be deemed limited to the extent necessary to render it valid and enforceable.

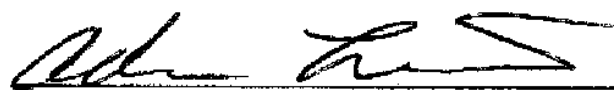
19. The provisions set forth in paragraphs 5, 7, 9, 10, 11, 12, 16, 18 and 20 of this Agreement shall survive termination or expiration of this Agreement.
20. USIS and Contractor hereby consent to the exclusive jurisdiction of any state or federal court located within the County of Fairfax, Commonwealth of Virginia and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. The parties hereto each accepts for and itself generally and unconditionally, the jurisdiction of the aforesaid courts and waives any defend of forum non conveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Contractor agrees to be bound accept service served by certified mail, return receipt requested, mailed to the address indicated below or the Contractor's last known address, if different, such service being hereby acknowledged by Contractor to be effective and binding service in every respect.

21. This Agreement shall be in effect for a period of one (1) year, commencing on the Effective Date and shall continue thereafter until terminated by either party upon thirty (30) days prior written notice. Notwithstanding the foregoing, USIS may terminate this Agreement at any time for convenience, upon thirty (30) days prior written notice, or immediately for any breach, material or non-material, by Contractor.

CONTRACTOR: 
(Signature)

DATE: 11/30/2006

PRINT NAME: RAMON SEVERINO DAVILA

WITNESS: 
(Signature)

DATE: 12/1/06

PRINT NAME: Adam Lovie

US INVESTIGATIONS SERVICES, LLC

By: 
Director/Manager's signature

DATE: 12/1/06

Independent Contractor Agreement

Revised 09/05