

SERVICE AGREEMENT

This Agreement was entered into by and between Positive Influence Research, Inc. ("PIR") and _____ ("Client").

1. Services Offered

PIR provides efficient and thorough review of social media sites of targeted individuals/companies. After such review, PIR will provide a comprehensive report of its findings to Client.

2. Source Material

PI will only review publically available social media, press releases, news, etc. PIR will not seek information on a private site of social media by any means. PIR service will not violate the privacy of any subject.

3. Use of Information

3.1 Client represents and warrants that it will use PIR's report solely to research for appropriate personalities for potential product endorsements, or similar uses. Client agrees it will not use the reports for any other purpose, including employment of the subject. Client represents and warrants that it is the end-user of the report. It will not resell the report, but it may share the report with those who have a mutual interest in the information.

3.2 Client shall not directly or indirectly use information provided by PIR to harass, stalk, or otherwise violate the subject's right to privacy. The same restrictions shall also apply to any other person identified in a report.

4. Warranty

PIR warrants that it will accurately report information found on social media regarding the subject. PIR will not report information that it knows does not relate to the subject. Client understands and agrees that PIR relies upon the information posted and cannot know whether the information is accurate. PIR agrees to accurately report what is posted. Client agrees to hold PIR harmless and will indemnify PIR, its employees, its officers, agents, insurers and attorneys from all claims arising out of PIR's obtaining and delivery of reports to Client, unless PIR willfully provided a false report. The indemnification covers all damages, interest, expenses, court costs, reasonable expert and attorney fees.

5. Fees

5.1 Attached hereto as Schedule "A" is PIR's Fee Schedule. PIR reserves the right to change fees at any time. Any increased fee shall become effective for thirty (30) days from such notice, but reports currently being worked will not be affected by any rate changes.

5.2 Payment on all invoices will be due thirty (30) days after billing. For any invoice not paid within thirty (30) days, PIR will add and collect a SERVICE CHARGE of one and a half percent (1½%) per month (or the maximum permitted by applicable law, if lower) with a minimum service charge of \$2.00. Client agrees to pay PIR's reasonable attorney's fees and costs incurred in enforcing the terms of this Agreement and in the collection of amounts due under this Agreement.

6. Data Security

Both Parties agree to protect the content of all reports from internal or external unauthorized access. Only employees who have the need to know shall have access to reports. Hard copies of the reports will be kept in lockable file cabinets or a lockable room. Such facility shall be locked during non-business hours. Information that is maintained electronically shall be protected with secure passwords; no default passwords shall be used. Any employee who has access to the information who leaves the employment of a Party shall have their password immediately terminated. Computer monitor screens shall not be positioned to allow third parties to view what is on the screen when reports are displayed. All computers shall be turned off during non-business hours. If either Party experiences a material security breach it shall immediately notify the other by the next business day.

7. Term

This Agreement shall have no term. Client may continue to place orders over time pursuant to this Agreement. If PIR's Service Agreement has materially changed since the previous order, Client may be requested to execute a new Agreement. If fees have been changed since the previous order, PIR shall advise Client prior to commencing the requested search.

8. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations and representations. This Agreement may only be modified in writing signed by both parties; however, subsequent representations by Client to show compliance with existing or future laws are effective when signed by Client and become a part of this Agreement. This Agreement is for the exclusive benefit of the parties hereto and no benefit is intended for any third party. The relationship between the Parties is PIR is an independent contractor and no employment, agency, etc, relationship is created.

9. All communications and notices to be given under this Agreement will be made to the addresses, street and email, and telephone numbers set forth herein. Each party will notify the other promptly of any change of address or telephone number.

10. This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be a variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and PIR and Client hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

11. Neither Party is responsible for any events or circumstances beyond its control that prevent it from meeting its obligations, which include but are not limited to: war, riots, embargos, strikes, disruptions in communications or acts of God.

Positive Influence Research, Inc.
("PIR")

CLIENT (Name)

By: _____

By: _____

Address: 154 Attorney Street
Suite 104
New York, NY 10002

Address:

Email: mike@positiveinfluence.com

Email: