

MJB Group, LLC Private Investigative Services (A17231, H03000, F01224) Texas Regulated LLC

INSURANCE TRACING

TERMS AND CONDITIONS

PROCESS

MJB Group, LLC provides insurance tracing services for law firms across the United States. An insurance tracing request can assist the CLIENT in determining whether or not a Defendant has insurance before proceeding with a civil case, as well as the extent of a Defendant's insurance policy coverage. This service has proven to reduce administrative overhead before a CLIENT becomes too involved in a case where a Defendant may only possess minimal insurance coverage (or no coverage whatsoever).

To submit an insurance tracing REQUEST, Client must either (1) fill out the INSURANCE TRACE REQUEST form located on our website at <u>https://mjbgroup.us/insurance-tracing</u>; or (2) submit the request via email to Patrick Davis, Director of Operations at MJB Group, LLC (<u>tracing@mjbgroup-dallas.com</u>) with the following REQUIRED information:

- Law firm name, address, contact name and position, contact phone, contact email address
- Type of case (include case number and court, if applicable)
- Name of individual/entity being traced
- Information of individual/entity being traced (DOB, addresses, DL, SSN, etc.)
- Subject's vehicle information (license plate, make, model, year, VIN, if applicable)
- Date/Period of loss (if applicable)
- Additional information/notes relevant to this search request (rush request, etc.)

BY SUBMITTING A REQUEST FOR AN INSURANCE TRACE, YOU CONFIRM THAT YOU HAVE READ THIS TERMS AND CONDITIONS PAGE AND AGREE TO THE ENTIRETY OF ITS CONTENTS.

Once a new REQUEST has been received by MJB Group, LLC, an investigator will conduct intake and assign the REQUEST a JOB NUMBER. CLIENT will then be issued an INVOICE for services (see "PRICING" section below for more details regarding payments and invoices).

If CLIENT has not submitted REQUIRED information (when applicable) as listed above within initial REQUEST, a non-refundable \$100.00 RESEARCH FEE will apply, at which time an investigator from MJB Group, LLC will conduct INVESTIGATIVE RESEARCH to locate aforementioned information necessary for INTAKE purposes.

TURNAROUND time for tracing services is approximately seven (7) to fifteen (15) days, unless otherwise noted. All results will be emailed to CLIENT immediately upon completion of research.

When requesting the POLICY LIMITS TRACE of an established policy, you must include the policy number and/or claim number and ANY correspondence from the Insurance Carrier.

PRICING

All invoices and current amounts are due within fifteen (15) days unless noted otherwise by MJB Group, LLC supervisor. Fifteen (15) day period begins from the date that MJB Group, LLC receives the initial insurance tracing request. Invoices not paid within fifteen (15) days are subject to a monthly 18% interest



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rate, with no ceiling on the number of penalty months. Outstanding invoices that have not been paid within ninety (90) days are subject to monthly interest and the pursuit of legal remedies to recover monies owed.

For SPECIFIC RATES and a comprehensive list of SERVICES that MJB Group, LLC provides, please see the attached FEE SCHEDULE.

Any RUSH fees recorded for an insurance tracing request are non-refundable once intake has been completed by an investigator at MJB Group, LLC.

DISPUTES OF FEES must be emailed to Patrick Davis, Director of Operations at MJB Group, LLC (<u>tracing@mjbgroup-dallas.com</u>), within ninety (90) days from the date of invoice. Disputes emailed or introduced after this period will not be considered or entertained.

If a CLIENT requests TERMINATION/CANCELLATION of a submitted insurance tracing request after intake has been completed by an investigator at MJB Group, LLC, CLIENT will be responsible for paying any non-refundable RUSH fees as well as a \$100.00 CANCELLATION FEE. TERMINATIONS/CANCELLATIONS for a submitted insurance tracing request must be emailed to Patrick Davis, Director of Operations at MJB Group, LLC (tracing@mjbgroup-dallas.com), and must contain the initial request information. No verbal requests for TERMINATIONS/CANCELLATIONS will be accepted at this time.

To avoid being invoiced for policies already known to exist, please indicate in your original REQUEST FORM the policy information. We have no way of confirming what policy(s), if any, that our CLIENT is aware of unless they are indicated within the original REQUEST FORM at the time of initial submission. Please note that policies listed on police/crash reports are not considered "valid" policies, so we do not interpret these listings as known policies unless CLIENT specifically, in writing within the original REQUEST FORM, informs MJB Group, LLC that the policy listed is valid.

DISCLAIMER

MJB Group, LLC and its affiliates/agents utilize reasonable care to obtain accurate and updated information from sources considered reliable. Although information collected and provided to client is believed to be accurate and updated, MJB Group, LLC and its affiliates/agents make no warranty or guarantee, either expressed or implied, that the information provided is correct, since the information and reports have been collected from supplementary (third-party) sources. The information provided by MJB Group, LLC and its affiliates/agents are to be used for preliminary research purposes only rather than a final decision pertaining to any legal matter. By agreeing to utilize the services of MJB Group, LLC and its affiliates/agents, CLIENT understands that a decision to proceed with any legal matter should not be based solely upon the information provided by MJB Group, LLC and its affiliates/agents. The CLIENT also understands that he/she should use reasonable care to conduct additional research through other sources of information that are available prior to making any final decision, especially involving legal action. CLIENT AGREES, to the fullest extent allowed by applicable law, that MJB Group, LLC nor any of its partners, affiliates, agents, employees, or contractors will be liable to CLIENT and/or any other person or entity for general, special, incidental, consequential, indirect, or punitive damages of any kind,



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including, but not limited to, damages resulting from reliance, goodwill, malpractice, or profits, whether or not MJB Group, LLC has been advised of the possibility, or under any legal or equitable theory of liability, including theories of tort, contract, or otherwise arising out of the use of MJB Group, LLC's information and services. CLIENT AGREES to indemnify and hold MJB Group, LLC harmless from and against all claims (including legal and attorneys' fees) arising out of or relating to (A) CLIENT's breach of any terms of this agreement, (B) CLIENT's improper use of MJB Group, LLC's services to violate the laws and regulations of any relevant jurisdiction, and (c) claims resulting from CLIENT's inaccurate information as well as any action taken from results based on such information. THIS AGREEMENT shall be governed by the laws of the STATE OF TEXAS without regard to its conflict of law provisions. Should a dispute arise, CLIENT and MJB Group, LLC agree to submit to the personal and exclusive jurisdiction of the courts located within Dallas County, Texas. CLIENT AGREES to utilize MJB Group, LLC's services only for lawful purposes in all applicable jurisdictions. CLIENT agrees that, to the best of CLIENT's ability, CLIENT will (A) request all information required at the time the initial request is submitted, and (B) provide accurate, current, and complete information about the individual(s) or entities to be searched. CLIENT acknowledges that, if any information provided to MJB Group, LLC is inaccurate at any point in time, or is otherwise incomplete or not up to date, CLIENT agrees that MJB Group, LLC will not in any way be held legally responsible for inaccurate reports or information provided to CLIENT.