



Computer Forensic Agreement

RBS Computer Forensics

2-558 Upper Gage Ave

Suite 265

Hamilton, Ontario L8V 4J6

Tel: (905)220-5529

www.rbscomputers.ca

Customer Information

Name: _____ Company: _____

Address: _____ Suite/Apt#: _____

City: _____ Prov. _____ Postal: _____

Phone: _____ Cell Phone: _____

Email: _____

Reason for Requesting Computer Forensic Work

Case Information (circle your answer)

Will the recovered data evidence be used in a legal matter? Yes No

Will testimony be required? Yes No

Will chain of custody be required? Yes No

(if travel is required please contact RBS Computer Forensics for further information)

Please Identify the types of evidence / information to be searched for or recovered: (Circle which apply)

Financial Records

*Internet History / Log

Word Processing

Credit Card Info

*Emails: _____

*Note: For Internet and email related investigations, please identify any known screen names, ISP's (internet service providers), email addresses and other pertinent information for suspects and victims.



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Please list all the keywords you would like to be searched

Please list all the file types you would like to be located: (provide full name and extension names)

Outlook.pst	Word.doc	Excel.xls	Access.mdb
Quickbooks.qbw	Quicken.qdf	Pictures .jpg, .gif	

Media Information:

	<u>Media Type</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				



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Please provide any other special instructions:

Terms and Conditions

The services provided by RBS Computer Forensics, for the customer will be conducted under the following terms and conditions.

1. This agreement is for acquisition of data and/or subsequent evaluation/recovery of electronic evidence by RBS Computer Forensics. RBS Computer Forensics will use its best efforts and expertise to acquire data, recover evidence, and provide other requested associated data/evidence recovery services for the client.
2. The Client represents that he/she is in lawful possession of, or has lawful right to access all data, media, and/or equipment made available to RBS Computer Forensics, and has lawful purpose to request RBS Computer Forensics Services.
3. A minimum, non-refundable retainer fee will be due before the start of work. The minimum retainer fee is \$2500.00, per item that is being given for computer forensic work. **This retainer can be waived only by RBS Computer Forensics**, RBS Computer Forensics will charge the associated rate for all time spent on behalf of the client, requested services including, acquisition/evaluation of data, evidence recovery, data recovery, media or data transfer, time spent preparing for and participating in depositions, travel, witness services, or other litigation matters within its expertise. The Customer agrees that the specified hourly rate will be applied towards the retaining fee. If work is to continue past the minimum retainer, a prepaid block (with block amounts determined by client) format will be paid by the client prior to continuation of work with the designated rate applied towards the block amount. The client can choose at any time to stop work by RBS Computer Forensics.
4. RBS Computer Forensics will provide the customer with a digital image of the acquired data; this image will be placed on one hard drive, per digital image acquired. The hard drives will be provided by RBS Computer Forensics for which the cost will be billed to the customer.
5. If the retainer is exhausted before completion of acquisition/evaluation of data, RBS Computer Forensics will stop work and convey status of work with client to determine if additional retainer should be allocated in order to continue work. RBS Computer Forensics will continue work in this fashion until work is complete or retainer is exhausted. If client chooses not to continue work at any time, RBS Computer Forensics will turn over to client all evidence collected to that point.
6. RBS Computer Forensics will produce a report showing all collected evidence. Additional information such as location reference information, timeline of file manipulation activities, customer parameters, and other associated information may also be included in report. Reports will be tailored to the client's needs/requirements.
7. Recovery of data is not guaranteed or warranted in any way by RBS Computer Forensics. Each item of media/data/equipment which will be returned to Customer shall be on an "as is" basis without any warranties, express or implied, and specifically excluding any implied warranty of merchantability and fitness for a particular



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purpose, or for loss or damage thereto in transit or while in RBS Computer Forensics' possession. RBS Computer Forensics shall not be liable to the Customer for any act or omission of RBS Computer Forensics which is the cause of loss or injury to Customer or any third party. Notwithstanding any other provision of this Agreement to the contrary, RBS Computer Forensics' total liability to the Customer arising out of this Agreement and/or the termination hereof for any losses, claims, costs or damages arising out of any cause whatsoever, whether at law, in equity or otherwise, shall in no event exceed the total amount actually paid by the Customer to RBS Computer Forensics in respect of Services performed hereunder. IN NO EVENT SHALL RBS COMPUTER FORENSICS BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR GOODWILL, HOWEVER, CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT RBS COMPUTER FORENSICS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN

- 8. Neither this Agreement, nor any Supplemental Services ("SOW") or other Exhibit hereto, may be added to, modified, superseded or otherwise altered except by a written instrument signed by RBS Computer Forensics and Customer
- 9. The Customer understands that RBS Computer Forensics may print Customer's Company Name in RBS Computer Forensics' marketing materials or website as a previous client while not disclosing any details related to work done in this agreement.
- 10. Data/equipment/media unclaimed or otherwise abandoned at RBS Computer Forensics' location in excess of 30 days will be disposed of at RBS Computer Forensics' discretion. RBS Computer Forensics will not be responsible for data/equipment/media left in its possession beyond 30 days.
- 11. If during an examination, evidence is found indicating criminal activities (ie child pornography etc), it is understood that RBS Computer Forensics is required to contact the local police service and turn over any items related to any of the criminal activities.
- 12. RBS Computer Forensics will keep all information that complies with Paragraph 2 above confidential.

Customer has read and agrees to the aforementioned terms and conditions.

Please sign and date:

Client Name: _____

Signature: _____

Title: _____

Date: _____

