

CLERK'S OFFICE
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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Clerk
Chlauker
Deputy Clerk

INTERNATIONAL BIOMETRIC)
GROUP, LLC)
Plaintiff,)
v.)
CHOICEPOINT SERVICES INC.,)
Defendant.)

Civil Action File
No.

1:03-CV-0831

-RLV

COMPLAINT

For its Complaint against CHOICEPOINT SERVICES INC.
("ChoicePoint"), plaintiff INTERNATIONAL BIOMETRIC GROUP, LLC
("IBG") alleges as follows:

Nature And Basis Of Action

1.

This is an action for breach of contract and
misappropriation of trade secrets under the Georgia Trade
Secrets Act Of 1990, O.C.G.A. § 10-1-760 et seq. Plaintiff
seeks monetary relief as a result of Defendant's conduct and a
permanent injunction prohibiting Defendant from violating
Plaintiff's rights.

FORMS RECEIVED
Consent To US Mag.
Pretrial Instructions
Title VII NTC
[Signature]

The Parties

2.

IBG is a New York LLC having its principal place of business at One Battery Park Plaza, New York, New York 10004. IBG is a consulting and technology services firm in the biometrics industry. Biometrics are technologies that verify a person's identity based upon physiological or behavioral characteristics such as a person's finger prints, eye scan, voice print, hand geometry, facial image or signature.

3.

ChoicePoint is a Georgia Corporation having its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005. According to its web-site, located at www.choicepoint.com, ChoicePoint is in the business of providing decision-making intelligence to businesses and government to assist them in reducing fraud and mitigating risk. ChoicePoint may be served personally or through its registered agent, Corporation Services Company, located at 4845 Jimmy Carter Boulevard, Norcross, Georgia 30093.

Jurisdiction And Venue

4.

This is a diversity of citizenship action. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a).

The parties are citizens of different States and the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs. ChoicePoint is a resident of the state of Georgia and is subject to personal jurisdiction in this state. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a).

**Facts Giving Rise To This Action
That Are Common To All Counts**

5.

On March 14, 2001, the parties entered into a Consulting Agreement ("the Consulting Agreement"), a true and correct copy of which is attached hereto as Exhibit 1, with the exception of the handwriting that appears on page 5 of the Exhibit, which was added after execution of the consulting agreement. Pursuant to the Consulting Agreement, IBG agreed to develop and write programming code for storing and transmitting biometric data from multiple types of inputs that would result in the creation of a central biometric authority ("CBA"). The basic capabilities of the CBA are to provide secure and standardized acquisition, matching, and indexing of biometric data; the encrypted transfer of biometric information and results of biometric matches between trusted and non-trusted parties; auditing and logging of biometric transactions; and privacy-sympathetic data retention, management, and usage.

6.

The Consulting Agreement also provides that IBG would write code to interface between ChoicePoint's existing systems and the CBA, provide consulting services to ChoicePoint and disclose to ChoicePoint ideas, concepts and designs comprised of trade secrets and copyrighted materials owned by IBG.

7.

The Consulting Agreement provides that ChoicePoint would pay IBG \$225 dollars per hour for its services and to write the programming code.

8.

The Consulting Agreement provides that ChoicePoint and IBG would enter into a license agreement for the external deployment of the CBA technology to third parties. ChoicePoint and IBG agreed that ChoicePoint's external deployment of CBA services, whether hosted by ChoicePoint and accessed by a third party or installed at a third party's location, would be subject to an additional fee paid to IBG under the additional license agreement.

9.

Pursuant to Paragraph 5 of the Consulting Agreement, any portion of the programming code developed by IBG that was unique

to ChoicePoint's company or ChoicePoint's specific operations would be owned exclusively by ChoicePoint.

10.

Paragraph 5 of the Consulting Agreement also provides, however, that no rights were granted to ChoicePoint regarding proprietary rights, including trade secrets and copyrights, developed by IBG not related specifically to ChoicePoint's company or ChoicePoint's specific operations. ChoicePoint also acknowledged in the Consulting Agreement that, unless explicitly stated, no rights were granted to ChoicePoint in regards to the CBA technology as claimed in U.S. patent application entitled "Identity Verification Method Using A Central Biometric Authority," filed May 14, 1999.

11.

Pursuant to the Consulting Agreement, ChoicePoint agreed that it would not transfer or use the trade secrets or confidential information that it received from IBG in connection with the Consulting Agreement.

12.

IBG has fully performed under the Consulting Agreement. Several IBG employees have received awards from ChoicePoint recognizing their excellent work.

COUNT I - BREACH OF CONTRACT

13.

The allegations of Paragraphs 1 through 12 are incorporated herein by reference.

14.

Pursuant to Paragraph 3 of the Consulting Agreement, ChoicePoint agreed to pay IBG for its consulting services on a monthly basis and within 30 days of receipt of an invoice from IBG detailing the hours worked and the tasks performed.

15.

IBG performed consulting services pursuant to the Consulting Agreement and sent to ChoicePoint five separate invoices dated September 16, 2002, through January 7, 2003, for consulting services rendered by IBG under the Consulting Agreement, totaling \$660,391.21. A true and correct copy of these invoices is attached hereto as Exhibit 2. ChoicePoint has failed and continues to refuse to pay these invoices.

16.

ChoicePoint's failure and continued refusal to pay IBG for its services constitutes bad faith under O.C.G.A. 13-6-11 and a material breach of the Consulting Agreement. IBG has been and continues to be damaged as a result of ChoicePoint's breach.

COUNT II - Breach Of Confidentiality Agreement

17.

The allegations of Paragraphs 1 through 12 are incorporated herein by reference.

18.

Pursuant to Paragraph 7 of the Consulting Agreement, the parties agreed that it might be necessary for one party to disclose certain Confidential Information to the other party including, *inter alia*, ideas, designs, processes and trade secrets, in connection with the services to be performed pursuant to the Agreement.

19.

The parties further agreed that the party receiving Confidential Information would treat the information as strictly confidential and use reasonable care to prevent the unauthorized disclosure, transfer or use of the Confidential Information. Paragraph 7 also explicitly prohibits the receiving party from directly or indirectly divulging or using Confidential Information it received from the other party.

20.

In providing consulting services under the Consulting Agreement, and in developing the CBA technology, IBG disclosed Confidential Information to ChoicePoint.

21.

ChoicePoint is offering and selling CBA services to third parties in connection with at least ChoicePoint's Business Authority and Business Logic Systems.

22.

Upon information and belief, in the course of offering CBA services to third parties, ChoicePoint has materially breached Paragraph 7 of the Consulting Agreement by divulging and using the Confidential Information disclosed to it by IBG.

23.

IBG has been and continues to be damaged as a result of ChoicePoint's material breach of Paragraph 7 of the Consulting Agreement.

24.

Unless permanently enjoined, ChoicePoint will continue to divulge and use IBG's Confidential Information, thereby causing IBG irreparable injury for which there is no adequate remedy at law.

**COUNT III - Violation Of
The Georgia Trade Secrets Act**

25.

The allegations of Paragraphs 1 through 12 and 17 through 24 are incorporated herein by reference.

26.

The CBA technology developed by IBG contains information including, but not limited to, technical and nontechnical data, which is not commonly known by or available to the public. This information derives economic value from not being generally known to, and by not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and constitutes trade secrets under the Georgia Trade Secrets Act.

27.

The CBA technology developed by IBG is the subject of efforts by IBG to maintain its secrecy, including but not limited to, the confidentiality provision of Paragraph 7 of the Consulting Agreement.

28.

ChoicePoint is offering and selling CBA services to third parties at least in connection with its Business Authority and Business Logic Systems.

29.

In the course of offering and selling CBA services to third parties, ChoicePoint has used the trade secrets contained in the CBA without the consent of IBG. ChoicePoint has used the trade secrets through improper means through its violation of the Consulting Agreement between ChoicePoint and IBG. ChoicePoint's activities constitute a violation of the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760, et seq.

30.

IBG has been and continues to be damaged as a result of ChoicePoint's violation of the Georgia Trade Secrets Act.

31.

Unless permanently enjoined, ChoicePoint will continue to use IBG's trade secrets, thereby causing IBG irreparable injury for which IBG has no adequate remedy at law.

**COUNT IV - Violation Of IBG's
Standard Software License Agreement**

32.

The allegations of Paragraphs 1 through 12 are incorporated herein by reference.

33.

Upon delivery of CBA software, IBG requires its customers to agree to its Standard Software License. Pursuant to the terms of the Standard Software License:

IBG grants recipient the limited nonexclusive license to install and use the [software] and associated documentation provided by IBG ("Code") at one site solely for noncommercial internal evaluation purposes for a duration of no longer than six months ("License").

The Standard Software License also specifies that

"Recipient may modify the source code at its own risk, but may not re-distribute the original or modified Code in any way, for free or for profit"

34.

The Standard Software License that IBG delivers with its CBA software also states:

. . . . The Code is the intellectual property of International Biometric Group and other than the limited license explicitly stated [in the Standard Software License], no rights are granted in regards to the Central Biometric Authority technology as claimed in U.S. patent application titled "Identity Verification Method Using A Central Biometric Authority," . . . including any patents issuing from the application or any LiveScan, Template or MAP subcomponents.

35.

ChoicePoint accepted, and agreed to, IBG's Standard Software License each time it installed any CBA software.

36.

ChoicePoint is offering and selling CBA services to third parties without IBG's consent in connection with at least its Business Authority and Business Logic Systems.

37.

Upon information and belief, in the course of offering and selling CBA services to third parties, ChoicePoint has materially breached the Standard Software License by distributing the original CBA software in its original or modified form.

38.

IBG has been and continues to be damaged as a result of ChoicePoint's material breach of the Standard Software License.

39.

Unless permanently enjoined, ChoicePoint will continue to distribute the original CBA software in its original or modified form, thereby causing IBG irreparable injury for which there is no adequate remedy at law.

Attorneys' Fees

40.

The allegations of Paragraphs 1 through 31 are incorporated herein by reference.

41.

Pursuant to Paragraph 11.2 of the Consulting Agreement, the parties agreed that the prevailing party in any action arising out of the Consulting Agreement would be entitled to recovery of its reasonable attorneys' fees, costs and expenses.

42.

IBG is entitled to its attorneys' fees, expenses and costs incurred in connection with ChoicePoint's breach of the Consulting Agreement and violation of the Georgia Trade Secrets Act.

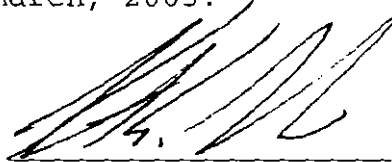
Prayer For Relief

WHEREFORE, IBG prays for judgment as follows:

- A. An injunction permanently prohibiting ChoicePoint from offering to sell or selling CBA services and technology without the consent of IBG.
- B. Damages adequate to compensate IBG for ChoicePoint's breach of the Consulting Agreement, violation of the Georgia Trade Secrets Act and breach of IBG's Standard Software License.
- C. IBG's attorneys' fees, expenses and costs incurred in connection with this action pursuant to Paragraph 11.2 of the Consulting Agreement.

- D. IBG's expenses of litigation, including attorneys' fees, under O.C.G.A. 13-6-11 for ChoicePoint's bad faith breach of the Consulting Agreement.
- E. Such other and further relief as the Court deems just and proper.

Submitted this 26th day of March, 2003.



Martin J. Elgison
Georgia Bar No. 243187
Keith E. Broyles
Georgia Bar No. 090152
Dana Marty Haas
Georgia Bar No. 316090

ALSTON + BIRD LLP
1201 West Peachtree Street
Atlanta, Georgia 30309
Ph: (404) 881-7000
Fax: (404) 881-7777

Attorneys For INTERNATIONAL
BIOMETRIC GROUP, LLC



EXHIBIT / ATTACHMENT

1

(To be scanned in place of tab)



ChoicePoint

CONSULTING AGREEMENT

THIS AGREEMENT is made this 14th day of March, 2001 by and between ChoicePoint Services Inc., a corporation with offices located at 1000 Alderman Drive, Alpharetta, Georgia 30005, (hereinafter referred to as "Client"), and, International Biometric Group, LLC, a corporation with offices located at One Battery Park Plaza, New York, New York 10004 (hereinafter referred to as "Consultant").

1. Engagement. Client retains Consultant to perform the work described in Exhibit A ("Work") in accordance with the terms of this CONSULTING AGREEMENT ("Agreement"). Consultant shall provide and dedicate all resources necessary to perform the Work and complete it when due.

2. Term. This Agreement is effective upon its acceptance by Client in Alpharetta, Georgia and will remain in effect until terminated by either party upon sixty (60) days advance written notice. Client reserves the right to direct Consultant by written notice to cease performing the Work at any time for any reason, and Consultant will not be entitled to payment of fees or expenses for any Work performed or expense incurred after Consultant's receipt of that notice, until such time as Client notifies Consultant in writing to resume the Work. If Client does not notify Consultant to resume Work within thirty (30) days after Consultant's receipt of the notice to suspend Work, this Agreement will be deemed to be terminated as of that 30th day. Sections and subsections 5, 6, 7, 8 and 11.2 survive any termination of this Agreement.

3. Fees. Client shall pay Consultant a fee in an amount of Two Hundred Twenty-Five and 00/100 Dollars (\$225.00) per hour for Work performed under this Agreement ("Fee"). Client shall pay Consultant any Fee due for each phase of the project, as described in Exhibit A, on a monthly basis. Client shall pay Consultant any Fee due Consultant pursuant to the terms of this Agreement within 30 days of receipt of an invoice detailing the hours worked and the tasks performed. Consultant shall not invoice Client before payment is due. Except as specifically set forth in Exhibit A or pre-approved by Client in writing, Consultant is not entitled to reimbursement of expenses incurred in connection with its performance of this Agreement and the Work. Upon request by Client, Consultant will supply receipts, ledgers, time records and other business records as Client deems reasonably necessary to audit any invoices or Work performed by Consultant. Consultant shall obtain the express written consent of Client prior to performing any services in excess of one hundred sixty-five thousand dollars (\$165,000.00). All invoices shall be submitted to:

ChoicePoint Services Inc.
1000 Alderman Drive
Alpharetta, Georgia 30005

Attn: Beverly Gump

4. Work.

4.1 In the event Consultant anticipates not being able to perform the Work when due, Consultant shall immediately notify Client in writing, submit a proposed revision and continue work under the original timetable until otherwise directed by Client. Consultant is permitted to provide services to other businesses but shall at all times comply with this Agreement.

4.2 All Work must be performed in a workmanlike and professional manner by employees or agents of Consultant having a level of skill commensurate with the requirements of the Work to be performed. Client has the right, at any time, to insist upon removal of any employee or agent of Consultant whom Client deems unsatisfactory. Upon such removal, Consultant shall use its best efforts to promptly replace that person with a substitute having appropriate skills and training.

4.3 Client's security and safety policies must be observed at all times in the event that Consultant performs Work at Client's facilities. Consultant is solely responsible for paying and shall pay its own expenses, debts, accounts, obligations, liabilities, employee's workers compensation, and all taxes on fees paid under this Agreement. Consultant warrants that it will maintain, at its sole expense and during the term of this Agreement, policies of insurance as set forth in Exhibit B.

4.4 This Agreement will not be deemed to create an agency, employment, partnership or joint venture between the parties. Consultant is an independent contractor. Consultant does not have any authority to bind, enter into agreements or incur obligations on behalf of Client. Neither Consultant nor its employees or agents can be considered employees of Client for any purpose including, but not limited to, benefit programs, bonuses, income tax withholding, unemployment benefits, disability benefits, employment taxes or worker's compensation insurance.

5. Ownership. Any portion of Work, and resulting product related thereto, which is unique to Client's company or Client's specific operations will be owned exclusively by Client. Client acknowledges that no rights are granted to Client regarding proprietary rights, including trade secrets and copyrights, developed by Consultant not related specifically to Client's company or Client's specific operations. Client acknowledges that, unless explicitly stated, no rights are granted to Client in regards to the Central Biometric Authority technology as claimed in U.S. patent application titled "Identity Verification Method Using A Central Biometric Authority," Serial No. 09/311,928, filed May 14, 1999, including any patents issuing from the application, related applications for patents, including any divisionals, continuations, continuations-in-part and provisional applications, patents resulting from reissues or reexaminations, and foreign counterparts or equivalent statutory rights. Client agrees not to challenge Consultant's patent application and not to file an application for a substantially similar invention. If either Consultant or Client, as part of Consultant's specific Work for Client, develops any invention relating to CBA that is not covered under the pending patent application, both parties shall jointly own such invention.

6. Competition. During the term of this Agreement, and for 1 year after its termination or the maximum period allowed by law, whichever is less, neither party may, directly or indirectly solicit for employment or hire any employee of the other party with whom the soliciting party has had contact in connection with the relationship arising under this Agreement.

7. Confidentiality.

7.1 During the term of this Agreement, it may be necessary for a party to disclose information, ideas, designs, processes, trade secrets, specifications, drawings, plans, diagrams, schedules, lists, blueprints, formulas, data, knowledge, inventions and techniques ("Confidential Information") to the other party to this Agreement. The party receiving Confidential Information shall treat it as strictly confidential and shall use reasonable care to prevent the unauthorized disclosure, transfer or use of the Confidential Information. The term "Confidential Information" does not include information that: (1) may be publicly disclosed by the party disclosing the information either prior to or subsequent to the receipt of such information by the receiving party; (2) becomes generally known in the trade through no fault of the receiving party; (3) may be lawfully disclosed to the receiving party by a third person to this Agreement who has lawfully acquired the Confidential Information; or (4) was independently developed by the receiving party. A receiving party shall not, directly or indirectly, divulge or use Confidential Information. Each party shall ensure that their employees and agents observe and comply with the provisions of this Agreement. Each party must continue to comply with the terms of this section 7 for a period of 2 years after any termination of this Agreement.

7.2 The parties agree not to issue or release for publication any articles or advertising matter relating to this Agreement which mention or imply the name of the other party or any of its affiliates, or subject matter hereof, unless prior written consent is granted by the other party. Without limiting the generality of the foregoing, Client grants Consultant the limited authority under the terms of this Agreement to list Client on its client list

8. Indemnification. Consultant agrees that it must indemnify, defend and hold harmless Client and its subsidiary, parent and affiliated companies and its and their officers, directors, agents and employees from and against any and all losses, claims, demands, actions, causes of action, suits, costs, attorneys' fees, damages, expenses, compensation, penalties, liabilities and obligations of any kind resulting from, arising out of, or incurred in connection with Consultant's: (i) intentional wrongful acts; (ii) intentional failure to comply with applicable law; or (iii) failure to comply with the terms of this Agreement.

Client agrees that it must indemnify, defend and hold harmless Consultant and its subsidiary, parent and affiliated companies and its and their officers, directors, agents and employees from and against any and all losses, claims, demands, actions, causes of action, suits, costs, attorneys' fees, damages, expenses, compensation, penalties, liabilities and obligations of any kind resulting from, arising out of, or incurred in connection with Client's: (i) intentional wrongful acts; (ii) intentional failure to comply with applicable law; or (iii) failure to comply with the terms of this Agreement.

9. Additional Remedies. In addition to any other remedies at law or in equity to which it is entitled, either party reserves the right to suspend its performance or terminate this Agreement during any period in which the other party to this Agreement: (i) is in default for more than 10 days; (ii) is the subject of a dissolution or bankruptcy action; (iii) suffers the appointment of a receiver;

(iv) transfers all or substantially all of its assets; or (v) commits any act with the intent to defraud the other party. Due to the likelihood of irreparable injury, either party will be entitled to an injunction prohibiting any breach of sections 5, 6, 7 or 8.

10. Modifications. This Agreement may only be modified by written agreement of the parties.

11. Miscellaneous.

11.1 Consultant shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without the prior written consent from Client. Any dissolution, merger, consolidation, reorganization or transfer of substantially all assets or a controlling percentage of the corporate stock or other interests of Consultant constitutes an assignment of this Agreement. Subject to the foregoing, this Agreement is binding upon and inure to the benefit of the parties and their successors or assigns.

11.2 Consultant submits to the jurisdiction of, and this Agreement is governed by the laws of, the state of Georgia. Venue for any action arising out of this Agreement will exist in a court of competent jurisdiction in Atlanta, Georgia. The prevailing party in any such action will be entitled to the recovery of its reasonable attorney's fees, costs and expenses.

11.3 Neither party will, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

11.4 Client is not liable for special, incidental or consequential damages, including lost profits. Neither party will be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.

11.5 If either party is or becomes the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or other similar proceeding, federal or state, voluntary or involuntary, under any present or future law or act, that party consents to the immediate and absolute lifting of any stay as to the enforcement of remedies under this Agreement, including specifically, but not limited to, the stay imposed by §362 of the United States Federal Bankruptcy Code, as amended.

11.6 Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without the approval of any other person.

11.7 This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings, and representations are terminated and canceled in their entirety.

11.8 This Agreement must not be construed more strongly against either party regardless of who is more responsible for its preparation.

11.9 If there is any conflict between a part of this Agreement and any present or future law or regulation, the part of this Agreement that is affected may be curtailed only to the extent necessary to bring it within the requirements of the law or regulation.

11.10 All notices given in connection with this Agreement, must be in writing and deemed received 48 hours after deposit in the first class United States mail, postage prepaid, or if given by other means, upon actual receipt. Notices must be delivered to the appropriate party at its address set forth in this Agreement.

11.11 Consultant is liable for all taxes, including income taxes, required to be paid or collected relating to Fees and/or expenses received from Client.

11.12 Consultant must at its own expense comply with all federal, state and local laws, rules and regulations that are now or may in the future become applicable to Consultant or Consultant's business or Consultant's personnel engaged in the services covered by this Agreement including, but not limited to, unemployment, Worker's Compensation, Social Security, federal, state and local income tax and sales tax, where applicable.

International Biometric Group
"Consultant"

By: 
Signature


Samir Nanavati, Partner
Name and Title

Address:
One Battery Park Plaza
New York, NY 10004

Phone:
212-809-9491

06-1503417
Consultant's Federal Tax Identification or Social
Security Number (Must be supplied in order
to report earnings to the Internal Revenue Service)

ChoicePoint Services Inc.

By: 
Signature

J. Charles de Jants
Name and Title Bechtel Counsel

Date of Acceptance: 3/19/01

EXHIBIT A

DESCRIPTION OF WORK AND PROJECT OVERVIEW

Client shall reimburse Consultant for all third party hardware and software purchases listed in this Exhibit A for which Consultant obtains the written consent of Client prior to purchase. Consultant agrees to provide Client with access to such receipts, ledgers, time records or other records as may be reasonably appropriate for Client or its accountants to verify the amount and nature of such expenses under this Agreement. All fees, costs and expenses listed in this Exhibit A are estimates for each phase of this project and are listed for reference only. Actual fees, costs and expenses shall be determined based on the actual Work performed and services and products purchased pursuant to each phase of this project.

Phase 1: Trial 50-Desktop, Internal Rollout; Address Primary Deployment-Related Issues

Duration: 60 days

Objectives and Scope

- Design and deploy a 50 person, strategic rollout to secure a ChoiceTrust partner's internal transactions
- Assesses the impact of adding biometric authentication to existing ChoiceTrust process flow
- Establishes a framework for determining which technologies will be incorporated into ChoiceTrust's PKI
- Addresses issues involved in standardizing, securing and managing biometric data
- Determines the most suitable target markets for eventual deployment of the biometric offering
- Establishes Phase 2 specifications and select Phase 2 rollout vendor

Costs (estimated): IBG Fees \$150,000

Third party biometric hardware & software \$15,000

Third party additional backend HW and SW N/A

ChoicePoint resources/personnel (hours) 125 - 175

Phase 2: Single-Device, 500-Desktop Deployment; Integration into Existing PKI

Duration: 120 days from conclusion of Phase 1

Objectives and Scope

- Shifts biometric rollout from "internal" to "external" – biometric authentication becomes an operational service offering
- Deployment to 500 desktops, securing strategic partners' B2B transactions
- Achieves full integration of single biometric solution into ChoiceTrust PKI
- Establish Phase 3 specifications and select vendors for initial CBA development

Costs (estimated): IBG Fees ~~\$225,000 - \$250,000~~ Imm.

Third party biometric hardware & software \$50,000 - \$75,000

Third party additional backend HW and SW \$100,000 - \$125,000

ChoicePoint resources/personnel (hours) 1250 - 1500

Phase 3: Multi-device, 750-Desktop Deployment; Initial Development of CBA Infrastructure

Duration: 120 days from conclusion of Phase 2

Objectives and Scope

- Design and initial deployment of CBA infrastructure
- Incorporates of small number of pre-qualified technologies into CBA infrastructure
- Deploys to 750 additional desktops, with handful of technologies available
- Shifts verification to CBA (likely resident within ChoiceTrust)

Costs (estimated): **IBG Fees** **\$275,000 - \$300,000**

Third party biometric hardware & software
\$75,000 - \$100,000

Third party additional backend HW and SW
\$100,000 - \$125,000

ChoicePoint resources/personnel (hours)
1500 - 2000

License fee for CBA during pilot (<180 days)
\$0

Phase 4: Full CBA Development; Broaden and Formalize CBA Compatibility; Assessment of "Advanced Biometric Services"

Duration: 150 days from conclusion of Phase 3

Objectives and Scope

- Full design and deployment of ChoiceTrust/CBA infrastructure
- Establishes platform for all compatible biometric technologies and devices
- Scalability to maximum number of transactions, as determined by estimates of ChoiceTrust rate of adoption
- Full B2B and B2C compatibility
 - Evaluates role of biometrics in other ChoicePoint offerings

Costs (estimated): **IBG Fees** **\$300,000 - \$325,000**

Third party biometric hardware & software
N/A

Third party additional backend HW and SW
\$200,000 - \$250,000

ChoicePoint resources/personnel (hours)
500

License fee for CBA
TBD

EXHIBIT B
INSURANCE REQUIREMENTS

Consultant will maintain the following policies of insurance:

1. Worker's Compensation insurance in accordance with the applicable statutory requirements of all states of operation covering all employees who will be used in the performance of this Agreement.
2. Employers' Liability insurance with limits no less than \$500,000/\$500,000/\$500,000.
3. Commercial General Public Liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. That insurance must include, but not be limited to, contractual liability, independent contractors, completed operations, broad-form property damage, and personal injury coverage. Client, its officers, agent and employees will be additional insureds for purposes of this Agreement.
4. Automobile Liability insurance for non-owned vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage combined. Client, its officers, agents, and employees must be additional insureds for the operations under this Agreement.

Consultant will place the insurance policies listed above with insurance companies who are licensed to do business in Consultant's states of operation and whose financial condition, policy forms, and deductibles are acceptable to Client. All policies will contain the following provision:

This policy will not be modified by any endorsement which restricts or reduces the required coverage, nor will this policy be canceled until at least 30 days prior written notice has been given to Client.

Consultant will provide certificates of insurance to Client evidencing the required policies and coverages no later than 30 days after the Effective Date of this Agreement, and no later than 30 days after each policy renewal.



EXHIBIT / ATTACHMENT

2

(To be scanned in place of tab)

International·Biometric·Group

Invoice

DATE	INVOICE #
9/16/2002	781

International Biometric Group

One Battery Park Plaza
Ground Floor
New York, NY 10004

BILL TO		P.O. NO.	TERMS
ChoicePoint Services, Inc. 1000 Alderman Drive Alpharetta, GA 30005 Attn: Doug Curling			Net 30
DESCRIPTION		AMOUNT	
Biometric Consulting: EAFS Development for the month of August: 117 Hours @ \$225 per		26,325.00	
Biometric Consulting: IBAS Development for the month of August: 131 Hours @ \$225 per		29,475.00	
Biometric Consulting: Scoring Development for the month of August: 214 Hours @ \$225 per		48,150.00	
Biometric Consulting: Non Technical Build for the month of August: 71 Hours @ \$225 per		15,975.00	
Biometric Consulting: Awards Meeting 8/5/02: 40 Hours @ \$225 per		9,000.00	
Biometric Consulting: LAX: 59 Hours @ \$225 per		13,275.00	
Biometric Consulting: Strategy Meeting: 16 Hours @ \$225 per		3,600.00	
Biometric Consulting: Legal Meeting:		0.00	
Reimbursable expenses for the month of August		20,140.43	
		Total	\$165,940.43

International·Biometric·Group

Invoice

DATE	INVOICE #
11/26/2002	786

International Biometric Group
 One Battery Park Plaza
 Ground Floor
 New York, NY 10004

BILL TO
ChoicePoint Services, Inc. 1000 Alderman Drive Alpharetta, GA 30005 Attn: Doug Curling

P.O. NO.	TERMS
	Net 30

DESCRIPTION	AMOUNT
Training CPS Employees: 24 Hours @ \$225 per	5,400.00
EAFS Enhancements: 22 Hours @ \$225 per	4,950.00
LAX: 37 Hours @ \$ 225 per	8,325.00
US Bank: 39 Hours @ \$ 225 per	8,775.00
Sagem: 5 Hours @ \$ 225 per	1,125.00
Security Enhancements: 15 Hours @ \$ 225 per	3,375.00
1:1 Matching: 46 Hours @ \$ 225 per	10,350.00
Scoring Algorithm Dev: 84 Hours @ \$ 225 per	18,900.00
Scoring Algorithm Test: 72 Hours @ \$ 225 per	16,200.00
Scoring Server: 63 Hours @ \$ 225 per	14,175.00
Support for multiple products: 60 Hours @ \$ 225 per	13,500.00
Scoring integration: 5 Hours @ \$ 225 per	1,125.00
September Hours & Expenses	Total

International·Biometric·Group

Invoice

DATE	INVOICE #
11/26/2002	786

International Biometric Group

One Battery Park Plaza
 Ground Floor
 New York, NY 10004

BILL TO
ChoicePoint Services, Inc. 1000 Alderman Drive Alpharetta, GA 30005 Attn: Doug Curling

P.O. NO.	TERMS
	Net 30

DESCRIPTION	AMOUNT
Support for multiple clearing houses: 21 Hours @ \$ 225 per	4,725.00
Fingerprint scanning: 21 Hours @ \$ 225 per	4,725.00
Bug fixes: 19 Hours @ \$ 225 per	4,275.00
WSQ Development: 108 Hours @ \$ 225 per	24,300.00
Reimbursable expenses for the month of September	4,723.58
September Hours & Expenses	Total \$148,948.58

International Biometric Group

Invoice

DATE	INVOICE #
11/26/2002	787

International Biometric Group
One Battery Park Plaza
Ground Floor
New York, NY 10004

BILL TO
ChoicePoint Services, Inc. 1000 Alderman Drive Alpharetta, GA 30005 Attn: Doug Curling

P.O. NO.	TERMS
	Net 30

DESCRIPTION	AMOUNT
Training CPS Employees: 63 Hours @ \$ 225 per	14,175.00
EAFS Enhancements: 64 Hours @ \$ 225 per	14,400.00
CALSAGA: 55 Hours @ \$ 225 per	12,375.00
Security Enhancements: 59 Hours @ \$ 225 per	13,275.00
1:1 Matching: 62 Hours @ \$ 225	13,950.00
Scoring Algorithm Dev: 155 Hours @ \$ 225	34,875.00
Scoring Algorithm Test: 23 Hours @ \$ 225 per	5,175.00
Scoring Server: 92 Hours @ \$ 225 per	20,700.00
Support for multiple clearing houses: 19 Hours @ \$ 225 per	4,275.00
Bug Fixes: 21 Hours @ \$ 225 per	4,725.00
WSQ Development: 8 Hours @ \$ 225 per	1,800.00
WSQ Certification: 3 Hours @ \$ 225 per	675.00
Reimbursable Expenses for the month of October	6,171.84
October Hours and Expenses	
Total	\$146,571.84

International·Biometric·Group

Invoice

DATE	INVOICE #
12/9/2002	789

International Biometric Group

One Battery Park Plaza
Ground Floor
New York, NY 10004

BILL TO
ChoicePoint Services, Inc. 1000 Alderman Drive Alpharetta, GA 30005 Attn: Doug Curling

P.O. NO.	TERMS
	Net 30

DESCRIPTION	AMOUNT
Training CPS Employees: 14 Hours @ \$ 225 per	3,150.00
CALSAGA: 102 Hours @ \$ 225 per	22,950.00
LAX: 4 Hours @ \$ 225 per	900.00
1:1 Matching: 187 Hours @ \$ 225 per	42,075.00
Scoring Algorithm Test: 59 Hours @ \$ 225 per	13,275.00
Scoring Server: 49 Hours @ \$ 225	11,025.00
Scoring Integration: 39 Hours @ \$ 225 per	8,775.00
Bug Fixes: 16 Hours @ \$ 225 per	3,600.00
WSQ Development: 10 Hours @ \$ 225 per	2,250.00
WSQ Certification: 2 Hours @ \$ 225 per	450.00
Epson 1640: 4 Hours @ \$ 225 per	900.00
Epson 1650: 4 Hours @ \$ 225 per	900.00
November Hours and Expenses	Total

International·Biometric·Group

Invoice

DATE	INVOICE #
12/9/2002	789

International Biometric Group

One Battery Park Plaza
Ground Floor
New York, NY 10004

BILL TO		P.O. NO.	TERMS
ChoicePoint Services, Inc. 1000 Alderman Drive Alpharetta, GA 30005 Attn: Doug Curling			Net 30
DESCRIPTION		AMOUNT	
HP 6300: 4 Hours @ \$ 225 per		900.00	
Reimbursable Expenses:		1,155.36	
November Hours and Expenses		Total	\$112,305.36

International Biometric Group

Invoice

DATE	INVOICE #
1/7/2003	795

International Biometric Group

One Battery Park Plaza
Ground Floor
New York, NY 10004

BILL TO
ChoicePoint Services, Inc. 1000 Alderman Drive Alpharetta, GA 30005 Attn: Doug Curling

P.O. NO.	TERMS
	Net 30

DESCRIPTION	AMOUNT
Scoring Algorithm Development: 18 Hours @ \$ 225 per	4,050.00
Scoring Algorithm Test: 26 Hours @ \$ 225 per	5,850.00
Scoring Server: 44 Hours @ \$ 225 per	9,900.00
Scoring Integration: 24 Hours @ \$ 225 per	5,400.00
WSQ Development: 29 Hours @ \$ 225 per	6,525.00
WSQ Certification: 8 Hours @ \$ 225 per	1,800.00
Epson 1640: 56 Hours @ \$ 225 per	12,600.00
Epson 1650: 56 Hours @ \$ 225 per	12,600.00
HP 6300: 52 Hours @ \$ 225 per	11,700.00
NASD: 13 Hours @ \$ 225 per	2,925.00
NYSE: 9 Hours @ \$ 225 per	2,025.00
New York: 34 Hours @ \$ 225 per	7,650.00
December Hours and Expenses	Total

International Biometric Group

Invoice

DATE	INVOICE #
1/7/2003	795

International Biometric Group

One Battery Park Plaza
Ground Floor
New York, NY 10004

BILL TO		P.O. NO.	TERMS
ChoicePoint Services, Inc. 1000 Alderman Drive Alpharetta, GA 30005 Attn: Doug Curling			Net 30
DESCRIPTION		AMOUNT	
New Jersey: 16 Hours @ \$ 225 per		3,600.00	
Reimbursable Expenses		0.00	
December Hours and Expenses		Total	\$86,625.00

JUPLICATE

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF GEORGIA

SUMMONS IN A CIVIL ACTION

INTERNATIONAL BIOMETRIC GROUP, LLC

v.

CASE NUMBER: 1:03-CV-0831

CHOICEPOINT SERVICES, INC.

TO: (Name and Address of Defendant)

ChoicePoint Services, Inc.
c/o Registered Agent
ChoicePoint Services Company
4845 Jimmy Carter Boulevard
Norcross, Georgia 30093

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Martin J. Elgison
Keith E. Broyles
Dana Marty Haas
ALSTON & BIRD LLP
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

an answer to the complaint which is herewith served upon you with this summons, within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

MOTHER D. THOMAS

Clerk

Kimberly A. Carter
(By) DEPUTY CLERK

3-27-03
Date