

RETAINER AGREEMENT

On the date written below the parties hereto agree as follows:

1. Services, Compensation. Consultant agrees to provide tech support and programming services on a best effort basis at \$100 per hour, to be billed against a pre-paid credit balance. Client agrees to maintain a credit balance of no less than 5 hours during the term of employment. Client may issue payments by cash, check, bank wire transfer, ACH payment (direct deposit), credit card or PayPal. Any quantity of hours can be purchased online using any credit card at: <http://filemakeraccounting.com/purchase/>

2. Design Criteria, Best Effort, Estimates. Client acknowledges not all variables are ever fully known in custom software development and therefore all work is provided on a best effort bases. Client also acknowledges any and all time and cost estimates are solely for broad-scope planning and never to be construed as any guarantee for any fixed fee or for any delivery date for any work provided whatsoever.

3. Term, Termination. The term of this agreement is 1 year or upon Consultant's completion of all work requested by Client. Either party may terminate upon written notice.

4. Copyright, Ownership. Copyright and ownership in the final software deliverable specific to Client shall inure to Client only upon payment of all amounts due to Consultant. Consultant maintains copyright and ownership of any modified variations of any software deliverable without trademarks of Client for use in other development projects.

5. Confidential Information. Consultant will not disclose any client confidential Information other than (i) known before disclosed to Consultant; (ii) which has become publicly known through no wrongful act; or (iii) developed independently, as evidenced by appropriate documentation.

6. Dispute. In the event of any dispute with or without cause, any previously waived or discounted billable time shall become due and payable immediately to Consultant. In the event of any "chargeback" by Client of any credit card payment, Client shall pay an additional \$500 per transaction and 10% of the amount of the chargeback transaction. Any legal action shall be in the County of Riverside, State of California. The prevailing party shall be entitled to attorney's fees and costs.

7. Survival. Paragraphs 4 thru 7 shall remain in effect for a period of 1 year after any termination.

CLIENT

(signature) (date)

(client)

(name, title)

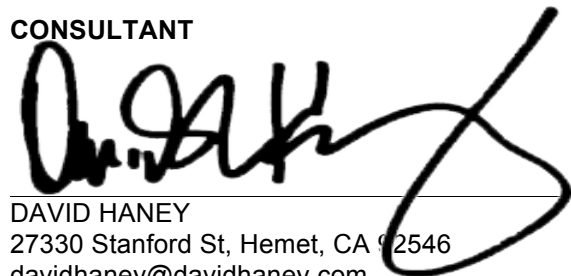
(street address)

(city, state, zip)

(phone)

(email)

CONSULTANT



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