

## Consulting and Retainer Agreement

Thank you for engaging Securities Litigation Support, LLC to assist in your legal action.

1. This agreement between \_\_\_\_\_ (referred to as "Client") and Securities Litigation Support, LLC (referred to as "SLS") is for consulting services requested and performed on behalf of Client and is subject to the terms and conditions that follow.

### 2. Scope of Work

Client retains SLS to provide consulting services. These may include but not be limited to the following: Case Evaluation, Litigation Support Consulting, Strategy and Tactics Conferences, Damage Calculations, Account Analysis (which may be prepared by an outside company), Written Reports, Hearing/Trial Exhibits, Visual Presentations or Expert Witness Testimony.

The general scope of this work is described below:

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### 3. Timely Information

Client agrees to supply SLS, on a timely basis, all documentation and/or information required to properly prepare any requested report or exhibits and/or to prepare for any scheduled trial, arbitration or other testimony.

### 4. Document Ownership

All of the documents, exhibits, graphs or damage calculations created by SLS and/or subcontractors hired by them shall be the property of SLS and cannot be reproduced and/or distributed in any way to anyone not directly connected with this matter without the prior written permission of SLS. Client understands and agrees that any prepared documents may be used after the matter's conclusion by SLS for business development or document example purposes.

### 5. Estimates

Any estimates given are good faith non-binding pre-work assessments. Client recognizes estimates may be inaccurate and agrees to be responsible for the actual time charges, expenses and costs related to the contracted matter. Actual billing may be more or less than any estimate.

**6. Charges per Attached Fee Schedule**

Client agrees to pay SLS charges as detailed on the current SLS fee schedule for all time and services rendered by SLS and/or any subcontractors. Trial, deposition or hearing attendance is charged at the testimony daily rate. Client is responsible for all out-of-pocket expenses including travel costs incurred by SLS. Client agrees to pay for travel time in “half day” minimum billing increments.

**7. Retainer and Billing**

Client agrees to pay SLS \$4,000 as an initial non-refundable retainer to be applied against the work performed by SLS. Client agrees to pay additional retainers as requested by SLS and Client understands that work may be suspended until such retainer is received. Billing is monthly and the terms are net 20 days. Past due accounts are charged a 1½% per month penalty. Accounts must be current prior to the start of any deposition or hearing. No testimony will be given unless the account is paid in full prior to the start of such testimony.

**8. Withdrawal, Postponement, Dismissal, or Settlement**

In the event that this case is withdrawn, postponed, dismissed or settled prior to the hearing, Client agrees to pay for all time and costs incurred by SLS to the date of withdrawal, dismissal or settlement.

**9. Outcome**

Securities Litigation Support, LLC makes no representations or guarantees concerning the successful outcome of your matter. Further, SLS will not, under any circumstances, accept a contingent fee arrangement.

**10. Maximum Liability**

Securities Litigation Support, LLC’s maximum liability for any reason relating to services performed under this agreement shall be limited to the lesser of the actual fees paid to SLS or \$2,500.

**11. Collections**

The collection costs and expenses of any sum due and owing under this agreement shall be borne by the Client. All of SLS’s time necessary to collect past due balances, whether or not legal proceedings are initiated, shall be charged to Client at SLS’s then current hourly rate.

**12. Jurisdiction, Venue and Applicable Law.**

All parties consent to the exercise of jurisdiction of the Eighth District Court of the State of Nevada, and hereby agree that the venue of any action with respect to the enforcement of the terms and conditions of this agreement shall be properly placed before this same court. This agreement shall be interpreted under the laws of the State of Nevada.

**13. Entire Agreement and Amendment**

This agreement and related documents delivered in connection herewith contains the entire agreement between the parties in respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, pertaining to the same. This agreement may be amended or modified only by an agreement in writing signed and dated by both parties. No waiver of any provision of this agreement or any other agreement delivered in connection herewith, nor consent to any departure by any party therefrom, shall in any event be effective unless the same shall be in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instances and for the specific purpose for which it is given.

**14. Termination**

Either party may terminate this business relationship in its entirety at any time by requesting such termination in writing to the other party delivered by mail, fax or e-mail. The relationship will be considered terminated upon acknowledgement of the request by the other party. In the event of such termination, the Client agrees to pay for all time and costs incurred by SLS to the date of termination and SLS agrees to promptly deliver all completed work to the Client. All work not yet produced, including data files, remains the sole property of SLS. Unless terminated, this agreement will remain in effect for all future matters where SLS is retained by the Client.

**15. Severability**

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole

**16. Not a Law Firm, No Legal Advice Rendered**

SLS is not a law firm. Gregory B. Wood is not an attorney. The scope of any activities performed by Gregory B. Wood or any subcontractors or employees of SLS is limited to consulting.

Agreed and Accepted:

Agreed and Accepted:

\_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Gregory B. Wood

**Securities Litigation Support, LLC**

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