

Retainer for Services Agreement

By signing this agreement, _____ ("Client") has retained Shawn Tait - NPDS Design Services, LLC ("Service Provider") to proceed with product design and construction services, and agrees to the terms and conditions as set forth in this Agreement.

During this period, Service Provider agrees to devote up to 160 hours per month on work assignments to be determined by Client. Work will normally occur between the hours of 9 to 5 on weekdays, excluding holidays.

Payment for these services will be made to directly to the Service Provider, to initiate start of services, we require a \$750 retainer for services, we accept bank wire transfer and checks, checks are subject to clearance before design services are made available.

Description of Design, Construction & Prototyping Services:

ME Mechanical Engineering, EE Electronic Engineering and TME Tool Manufacture Engineering Design Services, are billed at the rate of \$75 per hour.

New Product Development. Conceptual Design, and execution of Conceptual Design in SolidWorks CAD. In addition necessary Tooling Design to produce Conceptual Design in a manufacturing environment, are billed at the rate of \$75 per hour.

Construction of Conceptual Design, building of Static & Functional Prototypes, R & D Services, Pre-production runs, and Tooling, are billed at the rate of \$75 per hour. Materials for Construction will be billed separately.

Description of Patent Services:

Patent Search and Draft Services are billed at the rate of \$75 per hour.

Other Patent Services, such as Patent Consulting, Patentability Reports, Analysis with Opinion, are billed at the rate of \$125 per hour.

Patent Filings by USPTO Registered Patent Agent, via EFS Filer, are billed at the rate of \$125 per hour.

Description of Consulting Services:

Project Management Services, Business Consulting, Patent Consulting, and Manufacturer Consulting Services, are billed at the rate of \$125 per hour.

All materials furnished by Client will remain the property of Client and will be returned upon request, or no more than 10 days from the termination of this agreement.

The results of any and all work performed by Service Provider, including original creative work will remain the property of the Client. Client may use this material in any way deemed appropriate.

This agreement may be terminated on 30 days' written notice by either Service Provider or Client.

Incase of termination, Service Provider shall make a reasonable attempt to finish work in progress.

_____ (Service Provider Signature)

SHAWN TAIT

Date: _____

_____ (Client Signature)

_____ (Typed or Printed Name)

Date: _____