

Consulting Agreement

Forensic & Security Services Inc.

This consulting agreement (this "Agreement") is entered into by and between the parties identified on Addendum A, hereby known collectively as the CLIENT and Forensic & Security Services Inc. a Texas Corporation ("FOR-SEC").

Recitals

FOR-SEC is a company in the business of providing security audit and consulting, computer forensics and litigation support, and expert witness services, whose professional staff has expertise in the areas of information technology, civil discovery, security consulting, electronic engineering and is willing to provide consulting services to the Client.

Client desires to engage FOR-SEC as a consultant, expert and/or computer forensic examiner, on the terms and conditions set forth herein.

In consideration of the foregoing, and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows.

Engagement

Client hereby engages FOR-SEC to render the consulting services described in Schedule A hereto and such other services as may be agreed to by the Client and FOR-SEC from time to time in writing.

FOR-SEC hereby accepts the engagement to provide consulting services to the Client on the terms and conditions set forth herein. Said acceptance is contingent upon receipt of the retainer noted in Schedule A and the naming of our staff member as either a consulting or testifying expert on the case under review with the court of jurisdiction. Failure to list the F&SS expert will constitute a breach of this agreement and forfeiture of the retainer as liquidated damages.

Duties

FOR-SEC personnel will serve as a contact(s) to the Client in the activities set forth in Schedule A hereto or otherwise requested by the Client, by or through its attorneys, partners, associates, employees or consultants. FOR-SEC shall perform such services under the general direction of the Client, but FOR-SEC shall determine the manner and means by which the services are accomplished. FOR-SEC agrees to perform all duties to the best of their abilities. FOR-SEC staff assigned to this engagement will make themselves available for personal

telephone or online consultation with the partners, associates, employees or consultants of the Client as directed by the Client, during regular business hours.

FOR-SEC under various Federal and State Laws is obligated to report certain crimes it may discover as part of its work as a consultant. Upon discovery of said contraband, terrorist threat or other crime covered by said laws, the Client will be advised at the time of the finding; said advice does not give the Client any rights to prevent disclosure under this agreement and further does not serve as a termination of this agreement with the Client. FOR-SEC to the best of its ability will help the Client deal with the appropriate authorities in coordinating their work.

Compensation

Consulting Fees, Client agrees to pay FOR-SEC and FOR-SEC agrees to accept for services rendered consulting fees as set forth in Schedule A. The payment of consulting fees will be made within the number of days set forth in Schedule A. Billable hours will include time spent in transit for travel, said time will be billed at the rate set out on Schedule A. This agreement constitutes a contract for services, the use of media, paper or other means of conveying FOR-SEC's reports or information developed for the Client are a means of conveyance and do not constitute the sale of equipment to the Client. All equipment used on the Client's premises, delivered by FOR-SEC, is the property of FOR-SEC and title does not transfer for any reason, other than by Bill Of Sale issued by FOR-SEC.

Notwithstanding any other provision herein, in the case a FOR-SEC employee is called to testify in connection with the matters pertaining to this engagement or services performed hereunder. The staff member's time spent in transit to, preparation for, attendance upon and giving such testimony shall constitute consulting services for the Client. Pursuant to this agreement, Client shall Compensate FOR-SEC for such time and associated expenses according to Schedule A. As used in this paragraph, "called to testify" includes, not by way of limitation, testimony in court, grand jury or other legal forum, deposition, interrogatories, and other forms of written discovery, appearance pursuant to subpoena, affidavit, and sworn statement.

Third Parties. If Client causes a third party to pay FOR-SEC on its behalf, FOR-SEC will accept payment from such third party in place of direct payment; provided, however that Client remains solely responsible for paying all consulting fees and expenses due under this Agreement in a timely manner and FOR-SEC shall not, in any event, be obligated to recover any outstanding fees or expenses from third parties.

Legal Relationship. FOR-SEC is an independent contractor with respect to the Client and shall not be an employee or agent of the Client or represented as such to any party. FOR-SEC has no interest on the matter of the services provided by this Agreement other than receiving fees as set forth in Schedule A regardless of the outcome of said matter. Client, its affiliates, agents and assignees hereby

agree not to recruit, engage independently or cause the defection of FOR-SEC staff for any reason at any time.

Expenses. FOR-SEC will be reimbursed cost and expenses incurred in performing duties hereunder, including (not by way of limitation) for the cost of storage media, tools and applications specifically required by the engagement. Such reimbursement shall be made within the terms shown on Schedule A upon presentation of FOR-SEC's invoice. Documentation for such expenses will be provided along with the invoice.

Term

This agreement will commence on the date written in item 6 of Schedule A, and unless modified by mutual writing of the parties, shall continue until the completion of the services set forth in Schedule A. If the Client exercises an early termination of this agreement, FOR-SEC shall be entitled to payments for work that occurred prior to the date of termination and for which FOR-SEC has not been paid, as well as for time when "called to testify" as previously described.

Consultant Business Activities

During the term of this Agreement and while Client is in good standing with respect to monies owed under this agreement, FOR-SEC will engage in no consultation to opposing parties without the express consent of the Client. This provision will not oblige FOR-SEC to resist, and it may comply with, lawful discovery efforts or an order or direction of any court of competent jurisdiction. Neither does this provision limit FOR-SEC's ability to market its services to other entities, which may work against the Client.

Subject to such existing commitments the FOR-SEC staff shall devote their time to the business and affairs of the Client as requested by the Client. FOR-SEC shall keep and upon request provide to the Client a log describing the work activities and hours of staff members in connection with this engagement.

Actions for Delayed Payments

FOR-SEC, at its discretion, may take actions to stop work if payments are delayed or the account becomes past due for non-payment. Client acknowledges that it is securing the human and equipment resources that are used by FOR-SEC in multiple cases and for multiple clients. When such delay causes FOR-SEC to be unable to accept work, FOR-SEC retains the absolute right to remove the Client's data from its systems, so that another Client's work may be completed in a timely fashion. If extensive delays in payment occur FOR-SEC has the right to destroy the Client electronic records and proceed to collect any amounts due at the time. All work performed by FOR-SEC staff remains the

property of FOR-SEC until full payment is received for the work performed. Should FOR-SEC destroy or dispose of the work for non-payment, no liability for said action will accrue to the Client; in turn FOR-SEC's action does not relieve the Client from payment for work performed and billed prior to the action.

Attorney Fees

Should either party hereto, or any heir, personal representative, successor or assignee of either party, resort to litigation to enforce this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney fees and cost in such litigation from the party against whom enforcement was sought.

Representations

The representative of the Client a legal person, or the Client himself, hereby affirms by his signature below that he has the necessary authority to authorize the work described in Schedule A and has legal control over the equipment or data.

Regulatory Notice

This company is licensed and regulated by the **TEXAS DEPARTMENT OF PUBLIC SAFETY, PRIVATE SECURITY BUREAU**. **Complaints** may be directed to: PO Box 4087 Austin, Texas 78773-0001 or you may call 512-424-7710 or email them at: PSB@txdps.state.tx.us

Entire Agreement

This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior, contemporaneous written, or oral agreements. Representations or warranties between them respecting the subject matter hereof.

This Agreement may be amended only in writing between the parties.

This agreement shall be construed in accordance with, and the Laws of the State of Texas shall govern all actions arising hereunder, with any dispute arising hereunder to be brought in a court of competent jurisdiction in Harris County, Texas.

AGREED:

On behalf of _____

By: _____

Date: _____

Printed Name: _____

Forensic & Security Services Inc.

By: _____

Date: _____

Ernesto F. Rojas
President & CEO

Schedule A

1. Name of Client: _____
2. Contact Name: _____
3. Phone: _____ Cell: _____
4. Email: _____
5. Billing Address: _____
City _____ Zip _____
6. Commencement Date of Work: ____/____/____
7. FOR-SEC Manager: _____
8. Remittance Address: PO BOX 891327, Houston, TX 77289-1327
9. Contact Number: 713-960-7250 Cell: _____
10. Email: _____
11. Estimate of Work or Quote Amount \$ _____ Q E
12. Mobilization or Retainer Fee \$ _____ Due with this agreement*
13. Start Up Fee \$ _____ Due 7 Days Prior to Commencement Date of Work
14. Balance \$ _____ Due no later than ____ days after Completion of Work
15. Hourly Billing Rate \$ _____ Principal \$ _____ Staff
16. Travel Rate \$ _____.
17. Job Number: _____
18. Description of Work: (Attach Quote if Extensive)

* Mobilization Fees are non-refundable even if the work does not proceed.
Forensic & Security Services Inc. TIN: 84-1668846
A Texas Licensed Company – A14679

Schedule B

Tape Processing:

Since tape is, a storage media prone to issues of age decay and damage from the environment while in storage and outside of the control of Forensic & Security Services, Inc. our work estimate is based upon a tape-to-tape copy that meets the following specifications:

1. No more than 15 (fifteen) recoverable read errors per source media storage unit and no non-recoverable errors. In the event of unrecoverable errors, the customer will be contacted with a revised estimate for either bypassing the errors or attempting to extract the information in the readable area of the tape.
2. There may be circumstances that preclude complete copying; in such instances, Forensic & Security Services, Inc. will perform a best effort recovery unless the client instructs F&SS to perform "heroic" techniques and authorizes the expense and work in advance. F&SS will report to the client the sections not able to be copied to the best of its ability.
3. All tapes will be inspected at the time of collection for write protect tab enable, general condition, and any sign of physical damage prior to transfer to F&SS. F&SS will note such damage on the pick up receipt.
4. We will deliver the results of our work on new media acquired for the task. We do not provide a warranty as to the manufactured quality of the media used. We only warrant that the content of the media provided was readable at the time it left our facilities. We only use name brand media from reputable manufacturers.
5. Any errors in media type, capacity and type or other information not correctly provided is the client's responsibility. Client will reimburse F&SS for any media purchased that becomes unused due to such errors.

Media Type: DLT LTO DAT IBM Reel QIC Other _____

Data Unit Capacity: _____ GB MB

Delivery Method: Same Media Hard Disk Drive File Other Media

Number of Units: _____

Other Information: _____

