

Please fill out this service agreement and send two signed copies to: *(We will sign one and return it to you.)*

The RexWeb Group

Attn: GovREX.com

PO Box 441

Redmond, OR 97756

Any questions call (541) 548-5256 ask for Roy

Company Information:

Contact Name: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Website: _____

Executive Summary:

At GovREX.com, We work on a standard Subscription Retainer basis, for \$300.00 per month, payable in mutually agreed upon renewable monthly installments of \$300.00. This purchases use for one (1) Month, of GovREX.com's "Method" of Marketing and Selling to The U.S. Federal Government Marketplace, and particularly to the General Services Administration (GSA), Federal Supply Service (FSS), Multiple Award Schedule (MAS), Contract Management Services, as well as related user instructions, proprietary content, reviewing and responding with opinion regarding content; and any telephone or online communications needed.

Our Standard Rates are currently \$60.00 /hour for Market Consulting and Direct Sales Services, and \$45.00 /hour for Administrative Staff Support Services.

Certified Technology Specialist (CTS) Services are also available at rates commensurate with complexity of skills required to accomplish the task. We will be glad to discuss your needs.

Our experience tells Us that the Client can expect the Processes and Steps of the Method to require no less than 20-40 hours per month and can take upwards of a year depending on the complexity of your product line.

For specific figures and terms of the Services Agreement, signed by You and GovREX.com, please refer to the attached Letter of Engagement.

A One Thousand Dollar (\$1000.00) retainer deposit is required to consummate the Letter of Engagement.

The Purpose of this service agreement is to focus on U.S. Government Market Development, and provide Administrative Staff Services in Support of that effort.

Note: This is the closest thing to having your own in-house Government Marketing Department at a fraction of the cost.

Roy

Letter of Engagement for Standard Service Agreement

This Letter of Engagement supersedes all prior agreements between the parties. Any mutually acceptable and authorized Change Orders will be appended to this Letter of Engagement and supersede, as necessary, the corresponding elements in this letter.

This agreement is between the following parties: (Company Official's Name, & Title)

hereinafter referred to as Client,

And Roy B. Chamberlin, President of GovREX.com hereinafter referred to as GovREX.com.

Retainer:

Client agrees to pay GovREX.com a Retainer of \$300.00 per month, payable in mutually renewable monthly installments of \$300.00.

Deposit:

A One Thousand Dollar (\$1000.00) deposit is required to consummate this Letter of Engagement.

This amount will be credited to reduce the net amount of invoices for services as long as Client's account is current.

Time:

Within this Letter of Engagement, reference is made to GovREX.com's current Standard Rate, which is hereby incorporated into this agreement in its entirety and made a part of this agreement as though it were set out herein.

A) Services will be principally comprised of total access to all the Processes and Steps of the GovREX.com's "Method" of Marketing & Selling to the U.S. Federal Government Marketplace.

B) All other tasks and associated projects assigned by Client will be planned and executed based on schedules developed primarily with the assigned Method Assistant.

Materials:

A) Due to the volatile nature of business, any materials are not a fixed-price commitment and are only estimates, based on needs analysis. Prices and specifications are subject to revision at the time of ordering. Client will be notified verbally, or in writing upon request, of any material differences before proceeding.

Terms:

A) Terms for Services are NET 30 days unless prior arrangements are made. Payments received after more than 30 days from the date of invoice are late. GovREX.com reserves the right to deduct a late charge of \$20.00 from Client's Subscription Retainer deposit. In addition, GovREX.com reserves the right to stop all work, until the account is brought current, in the event that any Client invoice is more than 10 days past due. Client agrees to bear full responsibility and reimburse GovREX.com for any and all collection costs incurred by GovREX.com due to Client's non-payment or late payment of fees and other costs enumerated herein. Such collection costs may include but are not limited to, attorney fees and court costs.

B) Minimum Charges - 1-hour minimum for billable Services.

C) Recruiting or Hiring of GovREX.com Staff and Contractors - Client agrees to not recruit or hire or retain any GovREX.com staff and/or outside contractors for employment or work of any kind, either as an employee or an independent contractor, except through GovREX.com during the duration of GovREX.com's servicing Client and for a period of 3 months thereafter. In addition, Client recognizes that because of the substantial recruitment and training costs in the Marketing industry, Client agrees that liquidated damages for such a breach will be 20% of the staff member's or contractor's then current annualized compensation, subject to a \$ 1000.00 minimum.

D) Fee for Change Orders - Any project exceeding 12 hours in duration, requires a substantial amount of advanced GovREX.com staff scheduling, project management and account creation to ensure that the project meets expectations. Thus once Client has committed to a project start date and timetable, it becomes extremely disruptive to reschedule necessary staff and contractor resources. Re-scheduling almost always results in unsold "inventory" of hours that GovREX.com is forced to absorb. As a result, any Change Orders that require rescheduling more than 20 project hours are subject to a Change Order fee of 10% of the total services estimated for the project, subject to a \$200 minimum. In the event that any project requires an additional round of re-scheduling of more than 32 project hours, each additional Change Order generated will be subject to the same fee structure described above. All Change Order fees are due upon receipt. Nonpayment of these fees within 30 days of Change Order date will result in immediate stoppage of project. GovREX.com reserves the right to deduct these fees from Client retainer deposit.

E) Indemnification -- Client shall indemnify and hold harmless GovREX.com from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including reasonable attorney's fees, caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of GovREX.com, its employees, agents, representatives or subcontractors in connection with or incidental to the performance of this agreement.

F) Jurisdiction -- The laws of the USA and the State of Oregon shall govern this agreement, its terms and conditions.

Client agrees that the proper forum for any claim arising under this agreement shall be in the State of Oregon, County of Deschutes.

Designated Contacts: (Please list Name, Title and E-mail address)

A) Primary Financial Contact (Client's authorized signatory)

E-mail: _____

B) Primary Government Sales Contact (the Client's designated Government Sales Manager, responsible for prioritization of projects and tasks, IS given authorization to schedule work and act on-behalf of Primary Financial Contact)

E-mail: _____

C) Billing Contact (invoices will be sent to this person at address listed above); unless listed below, this person is NOT authorized to request service orders and materials purchases from GovREX.com.

E-mail: _____

D) Additional Authorized Contact(s) - Please list any additional employees beyond (A) and (B) above who can request and authorize service orders and materials purchases from GovREX.com.

E-mail: _____

Enforceability of Surviving Parts:

A) Modification or Amendment - No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

B) Entire Understanding - This document, and the Terms and Conditions of the GovREX.com's "Method" User Agreement, agreed to previously at <http://www.GovREX.com>, and any exhibit attached, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

C) Unenforceability of Provisions - If any provision of this Agreement, or any portion thereof, is held to be invalid and un-enforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Please sign below to indicate your approval and return two signed copies. We will return one countersigned copy to you.

The RexWeb Group

Attn: GovREX.com

PO Box 441

Redmond, Oregon, 97756

Client Acceptance:

FOR: Company NAME:

Signature: _____

Print Name: _____ Title: _____

Date: _____

GovREX.com Acceptance:

Signature: _____

Print Name Roy B. Chamberlin

Title: President

Date: _____

Any Questions concerning this Service Agreement: Please feel free to call Roy Chamberlin at (541) 408-3563