

Austin Legal Group, APC

LAWYERS
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SAN DIEGO, CA 92110

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(619) 881-0045

Return to:
opinionletters@austinlegalgroup.com

Retainer Agreement

Re: Section 4(a)(1) Legal Opinion Letter

This is to confirm that you have retained Austin Legal Group, APC ("ALG") to opine on whether or not certain shares of stock may be sold using the exemption provided by Section 4(a)(1) of the Securities Act of 1933, as amended.

FEE ARRANGEMENT: Our fee arrangement is as follows: We will be compensated for legal services rendered on a Flat Fee basis. Under our Flat Fee arrangement ("Flat Fee Services"), we agree to perform the following services:

- i) to research, draft, and opine on whether various shares of stock acquired in a single transaction are currently legally able to be resold pursuant to Section 4(a)(1) promulgated under the Securities Act of 1933, as amended. The Flat Fee associated with each opinion letter is **\$1,275**, to be paid prior to receipt of the opinion letter. However, in the instance that we perform research into the applicability of Section 4(a)(1) and discover that the shares may not be sold pursuant thereto, the flat fee will be **\$150**.

The above Flat Fee(s) are non-refundable. It is agreed that ALG is being compensated on a Flat Fee basis and that ALG will not be billing you by the hour for these services. "Flat Fee" means that the legal fees will not be increased or decreased depending upon the amount of work required in completing the above described scope of representation. ALG agrees to set aside time to diligently handle the Flat Fee Services. ALG also uses a non-refundable flat fee because ALG assumes the risk that they will do more work than planned without additional compensation. It is understood that the Flat Fee is earned upon receipt and you specifically authorize the ALG to deposit the funds into ALG's general operating account and will not be held in trust. The terms of this agreement are subject to applicable rules of professional conduct. If you default in your obligation to pay ALG for legal services, you agree to pay reasonable attorneys' fees incurred to enforce this agreement.

You acknowledge and agree that ALG may now or in the future represent the issuer of the securities for which you are requesting an opinion, hereby authorize ALG to continue such representation despite the potential for conflict between you and the issuer in the future, and hereby waive any and all rights to take action against ALG relating to such potential future conflicts of interest should one arise.

If the foregoing meets with your approval, please date and sign this Retainer Agreement where indicated below.

Date: _____

Signature: _____

Shareholder Name: _____

Signer Name (if different): _____

If you wish to pay by credit card, please provide the following:

Signer Title (if applicable): _____

Address: _____

Name on Credit Card: _____

Credit Card Number: _____

Phone: _____

Expiration Date: _____ Security Code: _____

e-mail: _____