

CONSULTING RETAINERSHIP AGREEMENT

This Agreement is made effective as of _____, by and between _____, and WMB & Associates, 4310 Citrus Blvd, Suite 100, Cocoa, Florida 32926.

In this Agreement, the party who is contracting to receive services shall be referred to as "XXXX", and the party who will be providing the services shall be referred to as "WMB".

WMB has a background in applied statistics and consumer market analysis and is willing to provide services to XXXX based on this background. This retainer agreement is intended to provide XXXX with "reasonable and customary" support services from WMB to include but not necessary limited to the services noted in the "Description of Services" section that follows.

XXXX desires to have ready access to some or all of the services provided by WMB.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on the effective date, WMB will provide the following services (collectively, the "Services") based on WMB's background descriptive: Technical consultation and/or statistical support services relating to research and sample methodology, market research study design & development, data cleaning, and/or response tabulations, and analytical procedures used to interpret study responses and report the results. Beyond these consultative support services, WMB can provide applied statistical services to include but not limited to univariate and multivariate data analysis using a variety of parametric and/or nonparametric tools and methodologies. Graphical displays incorporated as deemed appropriate.

For purposes of this retainer, it is implied that these Services are intended for developmental purposes, consultation as to methodology and/or design purposes, versus post-project analysis except as noted in the Exception paragraph.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by WMB shall be determined by WMB. XXXX will rely on WMB to work as many hours as may be reasonably necessary to fulfill WMB's obligations under this Agreement.

3. PAYMENT. XXXX has retained WMB for the Services at \$2,000 for 20 hours of time, and payable "upfront." Any additional contact for the Services may be at \$125 per hour rate and billed separately unless prior provisions are agreed upon. This retainer is automatically renewed upon complete time usage whereby XXXX agrees to renew the retainer unless a prior arrangement is made with WMB. Each renewal is due within 15 days of the new period. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that WMB shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which WMB has not yet been paid.

4. EXCEPTION. For any and all projects commissioned to WMB from XXXX, the unused retainer, or proportion thereof, can be credited to a project within the applicable period or one (1) succeeding period at XXXX's discretion. WMB will advise XXXX of the available time-credit in WMB's written budget estimate, XXXX will be responsible for the difference upon WMB's deliver of the contracted service. If no activity is taken by XXXX within a 6-month period, WMB will so notify XXXX that the agreement will become null and void with any and all remaining time being forfeited by XXXX. XXXX can then choose to renew.

5. EXPENSE REIMBURSEMENT. Should WMB be required to travel to XXXX's office, WMB shall be entitled to reimbursement from XXXX for the following "out-of-pocket" expenses:
mileage at the rate of \$0.35 per mile,
hotel and meals, and any other
"reasonable & customary" out-of-pocket expenses

XXXX will make available a prepaid airline ticket

6. SUPPORT SERVICES. XXXX will provide the following support services for the benefit of WMB.
office space
staff and secretarial support
office supplies
and computer equipment as required for site visits

7. PROJECT APPROVAL. WMB and XXXX recognize that WMB's Services will include working on various projects for XXXX. WMB shall obtain the approval of XXXX prior to the commencement of a new project.

8. TERMINATION. This Agreement is automatically renewable. Either party can terminate this agreement with 30 days notice; termination will take affect immediately on the 31st day. Any outstanding liability for project(s) completed is to be satisfied within this 30-day period.

9. RELATIONSHIP OF PARTIES. It is understood by the parties that WMB is an independent contractor with respect to XXXX, and not an employee of XXXX. XXXX will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of WMB.

IRS Form W-9:

William M. Bailey
SSN: 424-52-7709
4310 Citrus Blvd, Suite 100
Cocoa, Florida 32926
USA

10. DISCLOSURE. WMB is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of XXXX. Prompt disclosure is required under this paragraph if the activity or interest is slated, directly or indirectly, to:
projects and/or clients of XXXX

11. EMPLOYEES. WMB's employees, if any, who perform services for XXXX under this Agreement shall also be bound by the provisions of this Agreement.

12. ASSIGNMENT. WMB's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of XXXX.

12. CONFIDENTIALITY. WMB recognizes that XXXX has and will have the following information

- products
- prices
- business affairs
- process information
- trade secrets
- technical information
- customer lists
- product design information

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of XXXX and need to be protected from improper disclosure. In consideration for the disclosure of the Information, WMB agrees that WMB will not at any time or in any manner, either directly or indirectly, use any Information for WMB's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of XXXX. WMB will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

13. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

14. SERVICES TO THIRD PARTIES. The parties recognize that WMB may provide consulting services to third parties. However, the confidentiality provisions of this Agreement bind WMB, and WMB may not use the Information, directly or indirectly, for the benefit of third parties. Specific to this non-compete agreement involves McGraw Hill and its subsidiaries and companies, Harcourt General and its subsidiaries and companies, and Houghton Mifflin and its subsidiaries and companies.

15. RETURN OF RECORDS. Upon termination of this Agreement, WMB shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in WMB's possession or under WMB's control and that are XXXX's property.

16. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for XXXX:

IF for WMB:

4310 Citrus Blvd, Suite 100
Cocoa, Florida 32926

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there re no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

19. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable or any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida.

Party receiving services:

Party providing services:

William M. Bailey, Principal
[a.k.a. WMB & Associates]

By: *Will Bailey*

William M. Bailey
[This a legal electronic signature]