

Prime Label Consultants, Inc.

**PRIME LABEL CONSULTANTS PREMIUM ACCESS SERVICE
RETAINER AGREEMENT**

Parties

This Agreement (“Agreement”) is made between Prime Label Consultants, Inc. (“PLC”) and _____ (“Client”).

Effective Date

This Agreement becomes effective on _____

Premium Access Service

As of the effective date of this Agreement, PLC will provide the following services to Client:

General Food Label Regulatory Consulting.

The Premium Access Service does not cover the expediting and/or submission of specific labels to the USDA for approval.

The Premium Access Service does not cover Advanced Consulting for Nutrition and Special Projects (\$300 per hour) or Strategy (\$480 per hour).

Premium Access Service Preferred Rate

General (non-Premium Access Service) Labeling and Regulatory Consulting rate is \$180 per hour.

Client understands that the following is the discount provided to PLC Premium Access clients:

\$150 per hour for Labeling and Regulatory Consulting, with a 15-minute (\$38) minimum.
This represents a 16% discount over the General rate.

Monthly Retainer Fee Payment

On the effective date of this Agreement, Client will pay an initial retainer fee, calculated as 2 hours of Premium Access Service per month, prorated for the number of business days remaining in the effective month of this contract. Client understands that the monthly amount is a discounted rate offered to Premium Access clients for services that PLC would normally bill at \$180 per hour. (See Premium Access Service Preferred Rate above.)

Upon receipt of this initial retainer fee, PLC will begin providing Premium Access Service. On the last business day of each month thereafter, beginning on the last day of the effective month of this contract,

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Client agrees to provide an additional retainer fee covering 2 hours of Premium Access Service for the following month. Again, work by PLC will continue upon receipt of this retainer fee. This arrangement (retainer fee paid on the last business day of each month to cover the following month's work) will continue for as long as all three of the following apply:

1. Client wishes to continue receiving Premium Access Service.
2. The nature of services remains within the scope of the Premium Access Service
3. PLC's General Labeling and Regulatory Consulting rate remains unchanged.

Method of Payment

Client understands that to qualify for PLC's Premium Access Service Preferred Rate, client must preauthorize PLC to obtain direct recurring automatic payment. By signing this agreement, Client authorizes PLC to receive direct recurring automatic payment every month by charging the payment to Client's VISA, Master Card or American Express credit card. Client agrees to provide PLC with needed credit card information at the signing of this Agreement.

Minimum Commitment

Upon execution of this Agreement, Premium Access Service is to be provided for a minimum of three months. After that time, cancellation may be made at any point and the Client will be billed only to the end of the month during which cancellation is requested.

When Hours Exceed or Fall Short of Client's Monthly Allowance

If the Premium Access Service that Client requests in a given month exceeds 2 hours, PLC will provide all of the services that the Client requests, and Client agrees to pay the excess hours at the same discounted rate detailed above ("Premium Access Service Preferred Rate"). PLC will invoice excess hours at the end of the month in which those hours were used, and Client authorizes PLC to process automatic credit card charge for those excess hours at the same time as the next month's payment of the retainer fee.

Hours not used within a given month do not carry forward to the following month.

PLC Rate Changes

When PLC increases its General (non-Premium Access Service) Labeling and Regulatory Consulting rate, the preferred rate for Premium Access Service will likewise increase. The Premium Access Service discount level will likely remain, but is subject to change at PLC's discretion.

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Expenses

Client agrees to pay PLC for any expenses incurred in performing Client's work including, but not limited to, postage, copying and printing, supplies, paper stock, label stock, and any monies paid to outside parties on Client's behalf. If expenses are under \$100, PLC will wait until the end of the month to bill for expenses, and Client authorizes PLC to pay those expenses by charging Client's credit card at the same time PLC processes the next month's payment of the retainer fee. When expenses in a given month exceed \$100, Client authorizes PLC to process a separate midmonth transaction to cover those expenses.

Notification of Payment Processed

Whenever any automatic transaction is processed, PLC will generate and send to the Client an invoice showing the amount processed. Invoices will be sent by email in Adobe Acrobat (PDF) format unless Client requests another method.

Termination of Agreement

This Agreement may be terminated by either party giving written notice to the other.

If Client terminates this Agreement, such notice will include instructions to PLC as to whether any work provided to PLC but not yet completed should be completed or returned to Client prior to completion.

After all work for Client has been completed, PLC will do a final accounting. If the hours of service used in the month of termination are equal to or less than 2 hours, PLC will not process an additional transaction from Client's credit card, and no refund will be due to Client. If there were excess hours and/or expenses in the final termination month, PLC will process a final transaction from Client's credit card covering those two items.

If PLC terminates this Agreement, PLC will return all uncompleted work to Client, and will refund to Client any unused hours in the final month, less any expenses.

Entire Agreement

This Agreement contains the entire agreement of both the parties, and there are no other promises or conditions in any other agreement, either oral or written. Should services be added, both parties agree to sign a new Agreement to cover all services provided as well as to provide for additional payment for increased hours of service.

By signing below, each party affirms that he/she has read and understands this Agreement.

By: _____, for Prime Label Consultants

Date: _____

By: _____, for _____

Date: _____