

GSA SCHEDULE ACQUISITION AGREEMENT

This GSA Acquisition Agreement ("Agreement") is made _____ by and between

(hereinafter referred to as "Company") and GSA FOCUS, INC., an Alabama corporation (hereinafter referred to as "Contractor").

The parties hereto, intending to be legally bound, hereby agree as follows:

1. **Engagement.** Company hereby engages Contractor to provide services relating to acquisition of Company's GSA Contract(s) in accordance with and pursuant to the terms and conditions contained in this Agreement.
2. **Services.** Contractor agrees to perform the services listed below. Services include, but not limited to, document generation, processing and/or submission relating to Company's GSA Contract(s), including, but not limited to:
 - GSA Schedule placement research
 - Handling of Offer Clarifications from GSA
 - Timely Welcome Package Preparation
 - Negotiations training and participation
 - Full GSA Offer Preparation & Submission
 - Project Close-out and GSA Registrations
3. **Forms.** Contractor shall prepare and execute usual GSA instruments and/or forms, as required, and insert dates and terms on Instruments, provided the insertions comply with written instructions herein.
4. **Acquisition Services.** The estimated time for the acquisition to be completed is five (5) to nine (9) months from the date of submission to the General Services Administration (GSA). Company acknowledges that Contractor has no control over GSA, that the above is an estimate only, and Contractor is not responsible for and shall be held harmless from any and all claims resulting from any delays caused by the Company or the General Services Administration.
5. **Progress Reports.** The Contractor shall submit to the Company progress reports as requested by the Company.
6. **Compensation.** Company agrees to pay Contractor the total amount of \$6,750.00 for Contractor's services as outlined herein. Upon entering into this Contract, the payment schedule shall be selected in the payment area. The two options are:

Down Payment in the amount of \$3,375.00 immediately due and payable to Contractor, with the Remaining Amount of \$3,375 shall be immediately due and payable upon award of GSA Contract.

Monthly Installment Payments in the amount of \$750 due and payable to Contractor over a 9 Month Period.

Payments to the Contractor shall be made according to the schedule selected above, provided that payments shall be made only upon submittal of invoices by the Contractor, and after performance of the portion of the services which the invoiced amount represents.

7. **Term.** Contractor's Acquisition services shall begin on or around _____ (hereinafter referred to as the "Contract Date") and shall terminate upon award of GSA Contract. Contractor shall acquire one (1) GSA Contract for Company: estimated placement is a GSA Multiple Award Schedule (MAS) or VA Federal Supply Schedule (FSS).

8. **Refund Policy.** Contractor shall not be liable for the failure of GSA Contract if damage was caused by inaccurate, falsified or erroneous information provided by Company, or otherwise. Cancellation of this contract due to forgeries or false impersonations; incapacity of parties or false verifications or affidavits made by Company shall result in the surrender of any and all initial deposit monies made by Company to Contractor. In the event Company provided false information, statements or documents to Contractor, or are listed as debarred in a federal database, and the result is a non-award, the Remaining Amount shall be immediately due and payable to Contractor. In the event that Company suspends activity and communication with Contractor, and/or decides to no longer pursue said GSA contract, the Contractor may bill according to work completed to that point, up to the Remaining Amount (i.e. Final Payment), payable NET 30. Contractor will maintain records and continue to keep services available to Company to complete the GSA Contract process for a period not to exceed six months from communicated suspension. If Company causes delays of six months or more past start date of said contract, which prolong the submission process, the Contractor may bill according to work completed to that point, payable NET 30. Said delays include failure to provide necessary documents to start or complete GSA offer preparation in a timely manner. In the event that a GSA Contract is unattainable, due to unforeseeable or foreseeable circumstances, then Contractor will issue a full refund of all money paid, but will not be held liable for any damages.

9. **Confidentiality.** In the course of performing services, the parties recognize that the Contractor may come in contact with, or become familiar with information which the Company or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the Company systems, which may be of value to a competitor. Contractor agrees to keep all such information confidential and to not discuss or divulge said confidential information to anyone other than appropriate Company personnel or their designees. The term of confidentiality is to be held in perpetuity, however if a time limit is required for enforceability then confidentiality shall run 5 years from the date of termination of this agreement.

10. **Independent Contractor.** Nothing herein shall be construed to create an employer-employee relationship between the Company and Contractor. Contractor shall be performing services as an independent contractor and not an agent or employee of the Company or any of its subsidiaries or affiliates. The Company shall not withhold any amounts for payment of taxes, social security, unemployment insurance or disability insurance from the compensation payable to Contractor hereunder. Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Contractor's compensation hereunder.

11. Severability. If any provisions in this contract are deemed to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision, to the extent enforceable by law, shall nevertheless be legally binding and enforceable.
12. Entire Agreement. This Agreement, together with Addenda, if any, attached hereto, constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous representations, warranties, covenants, understandings or agreements of the parties, whether expressed or implied, with respect to the subject matter of this Agreement.
13. Amendments and Modifications. No amendment, modification, or supplement to this Agreement shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification.
14. Assignment. No party to this Agreement shall voluntarily or by operation of law assign, hypothecate, give, transfer, encumber or otherwise transfer all or any part of its rights, duties, or other interests in this Agreement or the proceeds thereof without the other party's consent, which consent shall not be unreasonably withheld or delayed.
15. Binding on Successors and Assigns. Each and all of the provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
16. Limitation of Liability. In no event will either party be liable for any indirect, economic, special or other consequential damages, loss of goodwill or loss of profits arising out of or in connection with the services performed hereunder. Direct damages shall be limited to the contract price.
17. Electronic Signatures. This Agreement, and any related documents, may be executed by electronic signature and delivered by facsimile transmission or electronically transmitted and shall be treated in all respects as having the same effect as an original signature.
18. Compliance with GSA Contract. Company shall be responsible for its conduct and operation within the terms and conditions of the GSA Contract and/or Modifications, as awarded. Company shall be held completely and totally liable for any contractual penalties. Company represents and warrants that it understands the terms and conditions of the GSA Contract and/or Modifications.
19. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Alabama, excluding any conflicts-of-law rule or principle that might refer the governance or the construction of this Agreement of the laws of another jurisdiction.
20. Arbitration. All controversies, claims, disputes and counterclaims arising out of or relating to this Agreement, shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, which shall be conducted within the county of Shelby, state of Alabama. Any award or order of the arbitrator may be entered in any court of competent jurisdiction.
21. Attorney's Fees. In the event of any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and costs incurred in such action or proceeding.
22. Maintenance Services. Contractor's services are for the acquisition of a GSA Contract only, as specified within the terms of this agreement. Unless specified otherwise, any and all maintenance services to Company's GSA Contract will be billed at an hourly rate. Maintenance services include, but are not limited to processing modifications, compliance reviews, and market research.
23. Notices. Any notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and delivered when submitted by email, facsimile, or post to the physical address below:

If to the Contractor:
 GSA Focus, Inc.
 2539 John Hawkins Pkwy. Ste. 101-151
 Birmingham, AL 35244
 Phone: (866) 916-6484

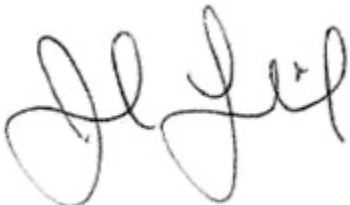
If to the Company:

 Phone: _____

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement.

GSA Focus, Inc.
 DUNS: 805381865
 Tax ID: 90-0500794

DUNS: _____
 Tax ID: _____



By: _____

By: _____

Name Printed: Josh Ladick
 Title: President / CEO
 Date: _____

Printed Name: _____
 Title: _____
 Date: _____