

BUSINESS CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") made and entered into this _____ day of _____, _____ (hereinafter described as the "Effective Date") by and between **Rising Bird, Inc.**, ("RB") whose principal address is **369-B Third Street, Suite 316, San Rafael, CA 94901**, and _____ (hereinafter referred to as "Client"), whose principal address is _____.

"RB and Client" together are herein referred as "Parties." The Parties hereby, agrees as follows:

1. Consulting Services Provided to Client

Initial

1.1. Consulting Services. RB will provide Client consulting services in the area of Structuring the Client's business for growth, obtaining debt financing and future expansion strategies and connecting Client to various funding sources ("Funding Sources") and aiding in the negotiations and other activities that may be required to secure funding from the Funding Sources. The transactions that involve the Funding Sources supplying funding to Client are referred to herein as the "Transactions". RB or Client each reserves the right to accept or reject any Transactions. Business strategies recommended by RB are recommendations to the Client, who has sole right to adopt as its business strategy.

1.2. Registration of Funding Sources. When RB has communicated with a potential funding source and obtained a response of interest with respect to funding Client, RB may communicate with Client regarding the potential funding source as an official contact of RB. If RB is able to introduce the funding source and Client to each other, then the potential funding source shall be registered at Client as a Funding Source produced for Client by RB.

2. Compensation

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2.1. Cash Compensation. Payment to Rising Bird, Inc. for services rendered to Client under this Agreement are as specified in Addendum A, attached hereto and incorporated as a part of this Agreement. Payment shall be made directly to Rising Bird, Inc., and Client shall remit payment to Rising Bird, Inc. upon receiving invoice and according to the terms and conditions of Addendum A.

2.2. Payment Guarantee. Client agrees that Client shall make payment(s) payable to Rising Bird, Inc. upon receipt invoice from Rising Bird. The payment to Rising Bird must be honored and cleared by the Client's financial institution no later than the third business day from the date of initial funding. If payment(s) is not received by Rising Bird within three (3) business days after the date of invoice, the maximum penalty and interest allowed by law will be incurred and charged for every calendar day such payment is late. Penalty and interest will begin on the fourth business day from the date of funding. In addition, the Client shall be legally liable for all attorney's fees, court fees, collection fees, and all related expenses incurred by Rising Bird in connection with efforts by Rising Bird to enforce its right to payment hereunder.

3. Press Release

Initial

3.1. Press Release. It is understood that RB, solely or jointly with the client may issue a press release upon client receiving COMMITMENT LETTER, APPROVAL OF FUNDS and/or RECEIPT OF FUNDS from lender(s) or any business acquisition, merger or major contract that is the result of RB's consultation to client.

4. Non-Exclusive Agreement

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4.1 Non-Exclusive Agreement. This agreement is not an exclusive agreement. The Client may seek its own funding, consultation or business advice through others while RB is providing services to Client.

5. Term

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5.1. Terms. RB or Client may terminate this Agreement by written notice to the other party at any time, without notice and without cause. Upon termination of this Agreement, the parties shall be excused from the duties and obligations set forth in sections 1.1 ("Consulting Services") and 1.2 ("Registration of Funding Sources"). All other rights, duties, obligations, terms, and conditions of this Agreement shall remain in full force and effect. If this Agreement is terminated and for a period of 24 months following the termination of this Agreement, the Client receives funding from Funding Sources obtained by RB, Client agrees to compensate RB for the use of its intellectual property, trade secrets and proprietary contacts in a manner and amount in the spirit of this Agreement.

6. Proprietary Information and Confidentiality

Initial

6.1. Proprietary Information and Confidentiality. Client acknowledges that RB has developed and will develop access to Funding Sources, sales techniques, collateral and marketing materials, data-bases on potential Funding Sources and Clients, contact and referral persons, relationships and other information which are proprietary to RB ("the Proprietary Information"). The Proprietary Information has been developed through the effort and the experience in business and at substantial cost and investment to RB and is not readily available to competitors of RB from other sources. In the performance of Client's business transactions, Client will be given access to the Proprietary Information. Client acknowledges that the Proprietary Information was not available to Client prior to this Agreement.

6.2. Proprietary Information and Confidentiality. Client agrees not to disclose, use, or allow others to use any Proprietary Information unless authorized in writing by the RB. Client shall take all necessary actions, including those directed by the RB to insure the confidentiality of the proprietary information. During the term of this agreement and upon termination, and three years from the date of termination hereof, Client shall not disclose, use, or allow others to use any Proprietary Information.

Initial

6.3 Proprietary Information and Confidentiality. The Client understands and acknowledges that RB's intellectual property, trade secrets and proprietary contacts include, but are not limited to RB's funding sources, business consultants and spreadsheet work product. THE CLIENT UNDERSTANDS AND AGREES THAT THE CLIENT SHALL NOT ENTER INTO BUSINESS RELATIONS OR CONTACTS WITH FUNDING SOURCE(S) PROVIDED BY RB. THE CLIENT ALSO UNDERSTANDS AND AGREES THAT THE CLIENT SHALL NOT REFER ANY INDIVIDUALS, BUSINESSES, OR ANY ENTITY EITHER DIRECTLY OR INDIRECTLY TO THE FUNDING SOURCE(S) PROVIDED BY RB. WITHOUT TRANSMITTING SUCH REFERRALS THROUGH RB.

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6.4 Proprietary Information and Confidentiality. CLIENT UNDERSTANDS AND AGREES THAT IF CLIENT BREACHES ANY TERM OR CONDITION OF THIS CONTRACT, INCLUDING THE NON-DISCLOSURE PROVISIONS SET FORTH ABOVE IN SECTION 4.1 AND THE OBLIGATION TO TRANSMIT REFERRALS TO FUNDING SOURCES PROVIDED BY RB ONLY THROUGH RB., CLIENT WILL PAY MAXIMUM PENALTIES AND INTEREST ALLOWED BY LAW ON ANY AND ALL DAMAGES AWARDED OR AWARDBLE TO RISING BIRD INC., COMPENSATION TO RB.; CLIENT FURTHER AGREES AND ACKNOWLEDGES THAT IN THE EVENT OF ANY SUCH BREACH OF A TERM OR CONDITION OF THIS CONTRACT BY CLINET, CLIENT WILL BE LIABLE FOR ALL ATTORNEYS' FEES, COURT COSTS, COLLECTION FEES, AND ALL OTHER RELATED EXPENSES INCURRED BY RISING BIRD INC IN ENFORING ITS RIGHTS TO DAMAGES IN THE EVENT OF SUCH BREACH OR IN OTHERWISE ENFORCING THE RIGHTS OF RISING BIRD INC UNDER THIS CONTRACT. .

7. Arbitration

Initial

7.1. Arbitration. In the event of any dispute between the parties hereto concerning or relating to this Agreement, upon request of RB, the parties agree to submit the dispute to binding arbitration in the Capitol of the State of Nevada, in accordance with the rules of the American Arbitration Association. The costs of such arbitration shall be paid solely by the losing party, Judgment upon the award entered by the arbitrator maybe entered in any court of appropriate jurisdiction. If RB. requests arbitration, no suit may be brought in any jurisdiction concerning or relating to this Agreement except to enforce such arbitration decision or to seek injunctive relief.

8. Assignment

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8.1. Assignment. This Agreement maybe assigned to other parties for successful completions. In the event of assignment, all due commissions must be paid by Client to RB and RB only.

9. Relationship of the Parties

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9.1. Relationship of the Parties. Nothing stated in this Agreement shall be construed as making or creating a partnership status or relationship between Client and the RB, or as creating the relationship of employer/employee, franchiser/franchisee, or principal/agent between the parties

10. Non-Circumvention

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10.1. Non-Circumvention. Client agrees not to enter directly or indirectly into business relationship with the Funding Sources provided by the RB for the duration of this Agreement and three years after termination of this Agreement.

11. Conduct

Initial
11.1. Conduct. Each party agrees to avoid deceptive, misleading or unethical practices, make no false or misleading representations, comply with all material laws and regulations in performing that Party's duties hereunder, and not to engage in illegal or deceptive trade practices.

12. Obligation to Protect and Hold Harmless

Initial
12.1. Obligation to Protect and Hold Harmless. Client agrees to indemnify, defend and hold harmless RB, its directors, officers, and employees from and against all liabilities arising out of the misuse and malfeasance associated with the use of information provided to the Client by RB. Further, Client shall take reasonable steps to protect the Proprietary Information and to reasonably cooperate without charge in such efforts to protect the RB's Proprietary Information and intellectual property, which includes, but is not limited to RB's Funding Sources, strategic partners and consultants. Client agrees to notify the RB of any known or suspected breach of such Proprietary Information that comes to its attention.

13. Expenses

Initial
13.1. Expenses. Unless otherwise agreed to by both parties, each party will bear its own costs and expenses incurred in connection with the Transactions.

14. Counterparts

Initial
14.1. Counterparts. This Agreement maybe executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

15. Governing Law

Initial
15.1. Governing Law. This agreement shall be governed by and construed in accordance with the laws of State of Nevada.

16. Severability of Invalid Provisions.

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16.1. Severability of Invalid Provisions. Any provision of this agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

17. Integrated Agreement, Amendment

Initial

17.1. Integrated Agreement, Amendment. This Agreement together with Non-Circumvention Agreement, if any, supersedes any and all agreements, either oral or written, between the Parties. Both Parties agree that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

<u>Rising Bird, Inc.</u>	_____	_____
Consultant	Client	Notary Public
_____	X	_____
Authorized Signature	Authorized Signature	Notarized Date
<u>President</u>	_____	_____
Title	Title	
<u>369-B Third Street, Ste. 316</u>	_____	_____
Address	Address	
<u>San Rafael, CA 94901</u>	_____	_____
City, State, Zip	City, State, Zip	
_____	Client	_____
		Witness Name
_____	X	_____
Authorized Signature	Authorized Signature	Witness Signature
_____	Title	_____
		Witness ID
_____	Address	
_____	City, State, Zip	
_____	Client	_____
		Witness Name
_____	X	_____
Authorized Signature	Authorized Signature	Witness Signature
_____	Title	_____
		Witness ID
_____	Address	
_____	City, State, Zip	

ADDENDUM A

Client and Rising Bird agree on the following financing plan and payment schedule:

1. Payment to Rising Bird for this business transaction shall be the sum of 6% of the total amount of the approved funds by the lending source, and shall be billed by Rising Bird to Client upon Client's receipt of any portion of the approved funds from the lending source. The amount billed is due upon receipt of invoice or within three days of the first receipt of fund whichever occurs first.
2. Upon success of funding Client agrees to give Rising Bird the first right of refusal for additional needed funding for a minimum period of twenty four months.
3. Upon success of any funding transaction provided by Rising Bird Client agrees to give Rising Bird the first right of refusal to match its existing merchant account services rates and to move the current merchant processing account to Rising Bird's processor.

Rising Bird, Inc. _____ Consultant	_____ Client
_____ Authorized Signature	X _____ Authorized Signature
President _____ Title	_____ Title
369-B Third Street, Ste. 316 _____ Address	_____ Address
San Rafael, CA 94901 _____ City, State, Zip	_____ City, State, Zip