

LETTER OF INTENT TO RETAIN COMPUTER CONSULTING SERVICES

September 3, 2008

[name of client]
[address]

Dear Sirs:

This letter is to confirm that _____ (*insert name of client*) (the "Client") wishes to retain _____ (*insert name of consultant*) (the "Consultant") to provide you with consulting, purchasing and design services in accordance with and subject to the terms and conditions hereinafter set out.

Consultant has ____ (*insert number*) years of experience providing businesses and individuals with computer related consultation services, including contract computer purchasing, website development and design, graphics, search engine marketing and optimization, and advertising. Consultant has established business relationships with numerous distributors for all brands of computers, software, peripherals and related office automation equipment.

After having reviewed and discussed the services Consultant offers, Client has expressed its desire to retain Consultant's services, and Consultant desires to provide such services.

Consultant will provide the following services (the "Services"):

1. (*insert detailed list services to be provided*)

During the term of any final agreement (the "Final Agreement") negotiated between the parties, Client agrees not to retain any other consultant or company to provide any of the Services. The parties may from time to time agree to the provision of additional Services. In such event, all of the terms and conditions of the Final Agreement shall also apply to such additional Services, unless otherwise mutually agreed to in writing.

During the term of the Final Agreement, Consultant will not provide Services to any direct competitor of Client.

Client agrees to keep all price quotes and sources confidential. All prices quoted on purchases will be at or below normal dealer or street pricing, and do not include freight or delivery charges unless requested. Client agrees to prepay or accept COD shipments from distributors provided by Consultant. Client understands that all warranties and terms on such purchases are those of the distributors, which are passed on directly to Client.

Client further agrees to pay Consultant a purchasing fee of ____% (*insert number*) on all purchases made on behalf of Client. The purchasing fee will reimburse Consultant for time spent in product selection and for procurement services.

THIS IS A 2-PAGE FORM.