

**Memorandum of Understanding
Cedric Dean Holdings, Inc.**

This Memorandum of Understanding (“MOU”) is effective as of _____ (“Effective Date”) and is by and between _____ (CLIENT) and Cedric Dean Holdings, Inc. “CONTRACTOR”) (Client and Contractor are collectively referred to herein as the “Parties” and each is a “Party”).

WHEREAS, the parties desire for Contractor to provide certain services to Client based on the terms and conditions set forth in this MOU;

NOW, THEREFORE, as of the Effective Date and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Contractor Services. Contractor will provide certain services on a time and materials or per project basis as subsequently agreed by the Parties (the “Services”). Any such Services will be subject to the terms of this MOU. Contractor warrants that all Services will be performed in a good and workmanlike manner consistent with industry standards and practices and that its agent(s) and/or employees utilized by it will be qualified to perform the Services. Should any errors or omissions arise in the rendering of the Services, Contractor will undertake to correct such within a reasonable time period.

2. Term. This MOU shall begin on the Effective Date and will continue indefinitely (“Term”). Either Party may terminate this MOU on 30 days’ written notice to the other party. In the event of such termination, Contractor will refund to Client any unused portion of the Retainer.

3. Compensation. Client will pay Contractor a retainer fee of \$_____ and provide hotel and ground accommodations during the Term of the Agreement in exchange for the Services (the “Retainer”) via its single use account corporate card program (currently provided by Wells Fargo Bank).

4. Deliverables – Works Made for Hire.

Jail and/or Prison Time Consulting. Contractor will alleviate and address inevitable fears by accurately and honestly providing the facts contractor’s clients need to know and the answers to all their questions. Contractor is with client from the time contractor is retained until client is out of prison, out of a Halfway House and Home Detention, and off of Supervised Release. Contractor is with client for the full duration of incarceration. Contractor will teach client the rules, regulations, policies, procedures, and most importantly of all; sentence reduction program applicable to state laws.

5. Confidentiality. “Confidential Information” means any information disclosed by a Party to the other Party, either directly or indirectly, in writing, orally, or by inspection that (a) is designated as “Confidential,” Neither Party may disclose Confidential

Information without the prior written consent of the Party whose Confidential Information is at issue. Confidential Information may not be used for purpose other than providing the Services under this MOU. Confidential Information shall not include information which (i) already known by the recipient Party without an obligation of confidentiality.

6. Independent Contractor. Contractor shall be engaged as an independent contractor and nothing in this MOU shall be construed to create an employer-employee relationship between Client and Contractor. Contractor will be solely and entirely responsible for the actions of itself.

7.. Miscellaneous. No waiver by either Party of any event of default under this MOU will operate as a waiver of any subsequent default under the terms of this MOU. Each signatory to this MOU warrants and represents that he has the unrestricted right and requisite authority to enter into and execute this MOU. This MOU constitutes the entire agreement of the Parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

CEDRIC DEAN

CLIENT'S FULL NAME