

CONSULTING & ADVISORY SERVICE AGREEMENT

7. Notices. Any and all written notices or communications shall be made to the respective parties at their addresses indicated in the first paragraph of this Agreement or at such other addresses as the parties may indicate in a written notice.

8. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions contained in this Agreement, which provisions shall remain in full force and effect.

9. Choice of Law. This Agreement shall be subject to and interpreted in accordance with the substantive laws of the state of the defendant if any claim, suit or action should occur as a result of this Agreement.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives; provided, however, that the rights, duties and privileges of either party hereunder may not be assigned or otherwise transferred by it, in whole or in part, without the prior written consent of the other party.

11. Entire Agreement. This Agreement and the attached Services Schedule constitute the entire understanding of the parties hereto with respect to the subject matter of this Agreement and shall supersede all prior offers, negotiations and agreements with respect to such subject matter. Any provision of any party's invoices, statements, orders, acknowledgments or other forms which is inconsistent with or in addition to the provisions of this Agreement shall be of no force or effect unless specifically agreed to in writing by the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BRUGLER MARKETING & MANAGEMENT, LLC

CLIENT

By: _____

By: _____

Name Typed: _____

Name Typed: _____

Title: _____

Title: (if any) _____