



Forensic Tape Analysis, Inc.

Steve Cain MFS
President/C.E.O.
Forensic Scientist

6242 Jones Rd
C/O Steve Cain
Burlington WI 53105

LETTER OF AGREEMENT

_____, 2006

Dear Counselor:

Thank you for choosing Forensic Tape Analysis, Inc. ("FTA") as your expert and consultant. FTA is confident you will find our work and professionalism amongst the best available.

You have requested that FTA perform the following tasks:

_____. The terms and conditions upon which we have agreed to perform these tasks is set forth in this Letter Agreement ("Agreement").

Due to the high quality of our work product, our services are in considerable demand. Furthermore, the nature of our business frequently requires that we handle matters on an expedited and time intensive basis. For these reasons, FTA requires that you pay an initial, **non-refundable**, retainer ("Retainer") in the amount of _____ dollars (\$_____.00) in order to engage our services to perform the tasks described above.

The high demand for our work product also dictates that we not undertake any work until the initial Retainer is paid, and you have returned a signed copy of this Agreement to us. If you pay the Retainer with certified funds or bank wire transfer, we can begin work immediately. In all other instances, we will need to wait five (5) business days before proceeding.

Our minimum hourly rate(s) and minimum charges for most services are set forth in the Fee Schedule which is attached hereto and incorporated herein by reference as Exhibit A. Reimbursable expenses, include, but are not limited to, airfare, fees for lodging, car rental fees and/or travel expense, copying charges, and expenses associated with obtaining records.

On occasion, the services of other experts are required for us to complete our work. By signing this Agreement, you agree to retain any experts whose assistance we deem necessary, in the exercise of our professional judgment and to pay the fees and expenses due any such expert. This will be discussed prior to our hiring any other needed expert(s). You also agree to indemnify FTA and hold FTA harmless against any claim made by such expert(s) for payment for the performance of their work.

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While the Retainer is our best estimate as to the cost to perform the services requested above, it is only an estimate. FTA reserves the right to request an additional Retainer(s). FTA reserves the right to request another Retainer, all work performed thereafter will be billed at the minimum hourly rate applicable to the work performed as set for the in the Fee Schedule, plus expenses.

We will provide you with periodic invoices which will reflect a credit for any Retainer(s) paid. All invoices are due and payable no later than thirty (30) days from the invoice date. In entering into this Agreement, you understand and agree that FTA is entitled to cease work, and that FTA is not obligated to release examination results until all sums outstanding have been paid in full.

Most of FTA's engagements involve an initial analysis, followed by a request for additional services. This usually entails further investigation, analysis, and/or testimony. The terms and conditions of this Agreement apply to any additional services requested. An additional Retainer will likely be required to engage our services for any additional work.

Upon receipt of a request form you for additional work, we will forward an Addendum to this Agreement to you. The Addendum will include a description of the additional services which you are requesting, and a statement as to the additional Retainer, if any, which will be required. Upon receipt of the signed addendum and monies for the additional Retainer, FTA will perform the requested additional services. By execution of this Agreement, you agree that FTA shall have no obligation to perform any services not specifically described herein, unless and until FTA has received the signed Addendum and additional Retainer, if any.

Additional Retainers shall be **non-refundable**. Notwithstanding this provision, with regard only to additional Retainers paid for anticipated trial testimony, a portion of the additional Retainer may be reimbursed, as follows: If a trial is cancelled or rescheduled and FTA is notified at least seventy-two (72) hours prior to the previously scheduled trial date, a charge equal to the agreed-upon hourly rate multiplied by the hours of time spent in work in trial preparation, plus expenses, will be retained by FTA, and the balance of the Retainer will be refunded to the party who made the payment or credited toward an additional trial Retainer.

FTA is working for you as your expert and consultant. The obligations which you undertake by signing this Agreement are the joint and several obligations of your firm and the client or principal you may represent. Either is authorized to request work under this Agreement binding the other to the payment obligations provided for in this Agreement. If you are uncomfortable with this arrangement, please advise us immediately, and we will consider signing an agreement strictly with your client or principal; provided, however, that a larger Retainer may be required. The signing of this Agreement indicates you agree and are bound by the Agreement.

Any dispute which arises under this Agreement shall be resolved by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association. All arbitration proceedings will be held in Walworth County, Wisconsin. The award of the arbitrator(s) shall be final and binding upon the parties, and may be entered as a judgment in

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any state or federal court. The cost of arbitration and suit, including, but not limited to, reasonable attorney fees, shall be interpreted under the laws of the Stat of Wisconsin.

FTA's work is done in accordance with applicable professional standards, but is only as good as information we are given by you, or which we can obtain from other sources. It is imperative that you disclose to us all information or sources which may be relevant to our work, and that you do so in a timely fashion. If you have any doubt regarding the importance of a document or certain information, call us. In order to maintain our high professional standards and reputation, we base our conclusions and opinions solely upon the information and documentation provided to us, and not on any desired or expected result.

Some of our clients are represented by public defender programs, and are therefore subject to fee and expense restrictions imposed by federal or state law. In certain cases, we will serve you at the restructured rates, but only pursuant to a separate written agreement and the following conditions: (1) You must disclose any such restriction to us in writing, in advance; (2) You must provide us with a signed Fee Schedule, along with a signed form from the judge or the public defender authorizing payment; and (3) CJA reimbursement vouchers must be submitted as soon as possible. If approved CJA vouchers are not paid in full within sixty (60) days, the client/law firm is personally responsible for full reimbursement to FTA. Absent a separate written agreement, and your diligent and timely application for approval, the rates for FTA's services are those contained in this Agreement.

This Agreement is binding upon and inures to the benefit of the signatories hereto, their successors and assigns. This Agreement may not be amended except by written agreement signed by both parties hereto.

Thank you for this assignment and FTA looks forward to assisting you.

Sincerely,

FORENSIC TAPE ANALYSIS, INC.

Steve Cain, President

I hereby represent that I have authority to enter into this letter Agreement, which includes the Fee Schedule attached to this Agreement as Exhibit A, and the initial invoice, as well as subsequent invoices, on behalf of my firm. I acknowledge this letter agreement constitutes a binding contract with FTA.

Approved and Accepted by: Signature: _____

Title/Capacity: _____

Company: _____

Address: _____

Phone: _____ Fax _____

I hereby represent that I have authority to enter into this letter agreement, which includes the Fee Schedule attached to this Agreement as Exhibit A, and the initial invoice, as well as subsequent invoices. I acknowledge this Agreement constitutes a binding contract with FTA.

Client Signature:

Address:

Phone: _____ Fax _____