

THE GOOD ONE INC.
3540 West Sahara Avenue, Suite #657
Las Vegas, NV 89102

FINANCIAL CONSULTING SERVICES AGREEMENT

This Financial Consulting Services Agreement (the "Agreement") is entered this 15th, day of June, 2010 by and between The Good One Inc., a Nevada corporation with an address at 3540 West Sahara Avenue, Avenue #657, Las Vegas, NV 89102 (the "Consultant"), and Spectrum Acquisition Holdings, Inc. (the "Client").

Preliminary Statement

A. The Client desires to be assured of the association and services of the Consultant in order to avail itself of the Consultant's experience, skills, abilities, knowledge, and background to facilitate long range strategic planning, and to advise the Client in business matters and is therefore willing to engage the Consultant upon the terms and conditions set forth herein. Consultant desires to be assured, and Client desires to assure Consultant, that, if Consultant associates with Client and allocates its resources necessary to provide Client with its services as Client requires and expects. Consultant will be paid the consideration described herein and said consideration will be nonrefundable, regardless of the circumstances.

B. The Consultant agrees to be engaged and retained by the Client and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1) Engagement: Client hereby engages Consultant on a non-exclusive basis, and Consultant hereby accepts the engagement to become a financial consultant to the Client and to render such advice, consultation, information, and services to the Directors and/or Officers of the Client regarding financial services, acquisitions, management and strategy matters, including, but not limited to:

1. Consultant can provide advice to, undertake for and consult with Company concerning background screening, strategic planning, corporate organization, in connection with the operation of the Company's business, expansion of services, stockholder relations, and shall review and advise Company regarding its overall progress, needs and condition. Company understands and acknowledges that Consultant is not a broker dealer. Consultant agrees to provide on a timely basis the following enumerated services plus any additional services contemplated thereby within reason and at the Consultants discretion:

- a) Support in business intelligence and investigative services for Company and promote the image of Company and its business and services;
- b) Advise Company and provide Company with the most accurate information and record checks in a most timely manner.
- c) Conduct background information as needed on future and existing clients.

2) Compensation and Fees: As consideration for Consultant entering into this Agreement, Client agrees to pay and deliver to Consultant the following consideration, which consideration is nonrefundable regardless of the circumstances:

Compensation: Consultant shall be paid a Twenty thousand (\$20,000) dollar monthly retainer for the services enumerated above or in lieu of said monthly retainer, a number of Client's shares to equate to the monthly retainer (the "Shares").

- a. **Stock Compensation:** The Shares, when issued to Consultant, will be duly authorized, validly issued and outstanding, fully paid and non-assessable and will not be subject to any liens or encumbrances.
 - i. Securities shall be issued to Consultant in accordance with a mutually acceptable plan of issuance as to relieve securities or Consultant from restrictions upon transferability of shares in compliance with applicable registration provisions or exemptions.
- b. **Other Fees:** Client must pay any patent fees associated to Client's needs and work. Client must also pay for legal fees associated to providing Consultant's work for Client's needs under this Agreement.
- c. **Expenses:** The Client agrees to reimburse consultant for all reasonable out of pocket travel, accommodations, and meal expenses incurred in connection with the performance of its obligations under this Agreement.

3) Understanding and Acknowledgement of Consultant Fees.

- a. After careful review and extensive discussions and negotiations between Client and Consultant and their advisors, Client agrees that, when received by Consultant, the above-described consideration shall be non-refundable regardless of the circumstances, whether foreseen or unforeseen upon execution and delivery of this Agreement.
- b. Client further acknowledges and agrees that said consideration is earned by Consultant:
 - i. Upon Client's execution and delivery of the Agreement and prior to the provision of any service hereunder;
 - ii. In part, by reason on Consultant's agreement to make its resources available to serve Client and as further described in the Preliminary Statement and elsewhere herein; and

- iii. Regardless of whether Client seeks to terminate this Agreement prior to Consultant's delivery of any services hereunder. If Client takes any action to terminate this Agreement or to recover any consideration paid or delivered by Client to Consultant other than by reason of Consultant's gross negligence or willful misconduct, Consultant shall be entitled to all available equitable remedies, consequential and incidental damages and reasonable attorneys' fees and costs incurred as a result thereof, regardless of whether suit is filed and regardless of whether Client or Consultant prevails in any such suit.

4) Non-powers of Consultant: It shall be expressly understood that Consultant shall have no power to bind Client to any contract or obligation or to transact any business in Client's name or on behalf of Client in any manner.

5) Non-competition of Consultant in regards to needs of Client: It is expressly understood and agreed by Client that, in reliance upon Client's representations, warranties and covenants contained herein, immediately upon execution and delivery of this Agreement by Client, Consultants is setting aside and allocating for the benefit of Client valuable resources (including, without limitation, capital and reservation of work schedules of employees) required to fulfill Consultant's obligations described in Section 1. In doing so, Consultant agrees to forebear from undertaking other opportunities and commitments (that would result in enrichment to Consultant) in order to be available to provide Client the services contemplated by this Agreement.

6) Term: The term ("Term") of this Agreement shall commence on the date hereof and continue for 1 (One) year. The Agreement may be extended upon agreement by both parties, unless or until the Agreement is terminated. Either party may cancel this Agreement upon ten (10) days written notice in the event wither party violates any material provision of this Agreement and fails to cure such violation within ten (10) days of written notification of such violation from the other party. Such cancellation shall not excuse the breach or non-performance by the other party or relieve the breaching party of its obligation incurred prior to the date of cancellation, including, without limitation, the obligation of Client to pay the non-refundable consideration described in Section 2.

7) Due Diligence: The Client shall supply and deliver to the Consultant all information relating to the Client's business as may be reasonably requested by the Consultant to enable the Consultant to make an assessment of Client's company and business prospects and provide the consulting services described in Section 1.

8) Client Representations, Warrants and Covenants: The Client represents, warrants and covenants to the Consultant as follows:

- a. The Client has the full authority, right, power and legal capacity to enter into this Agreement and to consummate the transactions which are provided for herein. The execution of this Agreement by the Client and its

delivery to the Consultant, and the consummation by it of the transactions which are contemplated herein have been duly approved and authorized by all necessary action by the Client's Board of Directors and no further authorization shall be necessary on the part of the Client for the performance and consummation by the Client of the transactions which are contemplated by this Agreement.

- b. The business and operations of the Client have been and are being conducted in all material respects in accordance with all applicable laws, rules and regulations of all authorities which affect the Client or its properties, assets, businesses or prospects.
- c. The performance of this Agreement shall not result in any breach of, or constitute a default under, or result in the imposition of any lien or encumbrance upon any property of the Client or cause an acceleration under any arrangement, agreement or other instrument to which the Client is a party or by which any of its assets are bound. The Client has performed in all respects all of its obligations which are, as of the date of this Agreement, required to be performed by it pursuant to the terms of any such agreement, contract or commitment.

9) Consultant Exclusivity, Performance and Confidentiality: The services of Consultant hereunder shall not be exclusive, and Consultant and its agents may perform similar or different services for other persons or entities whether or not they are competitors of the Client. The Consultant agrees that it will, at all times, faithfully and in a professional manner perform all of the duties that may be reasonably required of the Consultant pursuant to the terms of this Agreement. Consultant shall be required to expend only such time as is necessary to service Client in a commercially reasonable manner. The Consultant does not guarantee that its efforts will have any impact upon the Client's business or that there will be any specific result or improvement from the Consultant's efforts. Consultant acknowledges and agrees that confidential and valuable information proprietary to Client and obtained during its engagement by the Client, shall not be, directly or indirectly, disclosed without the prior express written consent of the Client, unless and until such information is otherwise known to the public generally or is not otherwise secret and confidential.

10) Independent Contractor: In its performance hereunder, Consultant and its agents shall be an independent contractor. Consultant shall complete the services required hereunder according to his own means and methods of work, shall be in the exclusive charge and control of Consultant and which shall not be subject to the control or supervision of Client, except as to the results of the work. Client acknowledges that nothing in this Agreement shall be construed to require Consultant to provide services to Client at any specific time, or in any specific place or manner.

- a. Payments to consultant hereunder shall not be subject to withholding taxes or other employment taxes as required with respect to compensation paid to an employee.

11) Arbitration and Fees: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be resolved by mutual agreement; or if not, shall be settled in accordance with the Arbitration rules of the American Arbitration Association in Las Vegas, NV. Any decision issued there from shall be binding upon the parties and shall be enforceable as a judgment in any court of competent jurisdiction. The prevailing party in such arbitration or other proceeding shall be entitled, in addition to such other relief as many be granted, to a reasonable sum as and for attorney's fees in such arbitration or other proceeding which may be determined by the arbitrator or other officer in such proceeding. If collection is required for any payment not made when due, the creditor shall collect statutory interest and the cost of collection, including attorney's fees whether or not court action is required for enforcement. The prevailing party in any such proceeding shall also be entitled to reasonable attorney's fees and costs in connection all appeals of any judgment.

12) Notices: Any notice or other communication required or permitted hereunder must be in writing and sent by either (i) certified mail, postage prepaid, return receipt requested and First Class mail; or (ii) overnight delivery with confirmation of delivery; or (iii) facsimile transmission with an original mailed by first class mail, postage prepaid, addressed as follows:

If to the Client:
Spectrum Acquisition Holdings, Inc.
2414 Exposition Blvd.
Austin, TX 78703

If to the Consultant:
The Good One, Inc.
3540 W Sahara Ave. #657
Las Vegas, NV 89102

or in each case to such other address and facsimile number as shall have last been furnished by like notice. If mailing is impossible due to an absence of postal service, and other methods of sending notice are not otherwise available, notice shall be hand-delivered to the aforesaid addresses. Each notice or communication shall be deemed to have been given as of the date so mailed or delivered, as the case may be; provided, however, that any notice sent by facsimile shall be deemed to have been given as of the date sent by facsimile if a copy of such notice is also mailed by first class mail on the date sent by facsimile; if the date of mailing is not the same as the date of sending by facsimile, then the date of mailing by first class mail shall be deemed to be the date upon which notice given.

13) Additional Provisions: No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision and no waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. No supplement, modification, or amendment of this

Agreement shall be binding unless executed in writing by all parties. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or negotiations. There are no third party beneficiaries of this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada, regardless of laws of conflicts.

14) Counterparts: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15) Severability: The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

16) Benefit and Assignment: This Agreement shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns, provided, however, that this Agreement cannot be assigned by any party except by or with the written consent of the others. Nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm or corporation other than the parties hereto and their respective legal representatives, successors and assigns any rights or benefits under or by reason of this Agreement.

17) Preliminary Statement: The Preliminary Statement is incorporated herein by this reference and made a material part of this Agreement.


IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

“Client”

Spectrum Acquisition Holdings, Inc., Inc.

“Consultant”

The Good One, Inc.



Name: Dale Henry
Title President

6-22-2010

Date

Michele McDonald, President *6/22/10*

Name: Michele McDonald **Date**
Title President