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Partner
Arash Shirdel, Esq

RETAINER AGREEMENT

This is the written fee agreement ("Agreement") that California law requires attorneys to have with their clients. **Pacific Premier Law Group**, (hereafter "Firm" and/or "Attorney"), will provide legal services to Advanced Defense Technologies, Inc., Anne and Raghbir Tahim ("Client") on the terms set forth below.

The undersigned Client(s) will not take effect and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement with the appropriate retainer fee.

This Agreement will not take effect, and Attorney will have no obligations to provide legal services, until Client(s) returns a signed copy of this Agreement and retainer payment.

RECITALS:

WHEREAS Attorney is in the business of providing legal services and counseling;

THEREFORE in consideration for the foregoing and every term, covenant and condition hereafter set forth, Attorney, Client(s) do hereby understand, covenant and agree as follows:

Scope of Work. Processing shall include:

- (A) Meet with Client regarding the potential sale of control of Advanced Defense Technologies, Inc. to Finiks Capital, LLC ("Sale").
- (B) Negotiate appropriate terms of the Sale with Finiks Capital, LLC.
- (C) Furthermore services, will be negotiated in a separate agreement between the parties.
- (D) This retainer does not include any litigation services.

Provide Complete and Truthful Information. Client(s) shall provide Attorney, in a timely fashion, all information requested by Attorney reasonably necessary for Attorney to perform the Services. Client(s) expressly represents and warrants to Attorney that he/she/they will at all material times, provide Attorney with information that is accurate and true to the best of their knowledge and belief. Client(s) hereby agrees to defend and hold harmless Attorney from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representations and warranties herein contained.

Confidentiality. The Parties agree that they do not provide, nor allow to be provided, any information to the public, news media, or any other individual regarding their involvement in this Agreement or the involvement to any other Party in the Agreement or the identity of any Party hereto without express permission and written consent of all Parties, except as is required for the Services to be provided hereunder.

Mediation. If a dispute arises out of or relating to any aspect of this Agreement between Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

Arbitration. By subscribing this agreement, Client and Attorney are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar or local bar association as provided by Business and

Professions Code Sections 6200, et seq.) that arise out of or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Attorney to Client, decided only by binding arbitration in accordance with the rules of ORANGE COUNTY BAR ASSOCIATION and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05.

In agreeing to this arbitration provision, ATTORNEY AND CLIENT ARE SPECIFICALLY GIVING UP:

- (I) ALL RIGHTS ATTORNEY AND CLIENT MAY POSSESS TO HAVE SUCH DISPUTES DECIDED IN A COURT OR JURY TRIAL; AND
- (II) ALL JUDICIAL RIGHTS, INCLUDING THE RIGHT TO APPEAL FROM THE DECISION OF THE ARBITRATOR(S).

IF EITHER ATTORNEY OR CLIENT SHOULD REFUSE TO SUBMIT TO ARBITRATION, EITHER ATTORNEY OR CLIENT MAY BE COMPELLED TO ARBITRATE UNDER CALIFORNIA LAW. ATTORNEY AND CLIENT ACKNOWLEDGE THE ABOVE, AND THAT THIS MUTUAL AGREEMENT FOR BINDING ARBITRATION IS VOLUNTARY.

Binding Arbitration: By initialing below, Client confirms that Client has read and understands this provision, and voluntarily agrees to binding arbitration. In doing so, Client voluntarily gives up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have independent counsel review this arbitration provision, and this entire agreement, prior to initialing this provision or signing this Agreement

Termination of Agreement.

Termination for Cause. The Attorney may, in its sole and absolute discretion terminate this Agreement for cause. In the event of termination "for cause", the Attorney shall, without further obligation to the Client, retain all payments made by Client(s) to the date of termination. "For cause" shall make the occurrence of any of the following: Client(s) files bankruptcy or otherwise indicates that the Client(s) is insolvent; or Client(s) fails to make any payment as set forth herein after having been given ten (10) calendar days to cure such nonpayment; or Death or incapacity of the Client; or Client(s) in any manner fails to timely cooperate with Attorney; or Client(s) provides information that is deemed untrue or incorrect; or Client(s) breaches any provision of this Agreement; or Client(s) has not disclosed.

Termination without Cause. Either party may terminate this Agreement, for any reason upon fifteen (15) days notice of the other Party.

Entire Agreement. This agreement constitutes the entire agreement between the parties. Attorney makes no warranties, express or implied, as to the fitness of any recommendation it may make to Client(s) arising out of this Agreement. Except for cause, Client(s) unconditionally waives any right of action against Attorney, its officers, directors, employees, agents, brokers, and assigns, at law, equity, or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement for any recommendation of Attorney, or Client's failure to follow any recommendation of Attorney, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client.

Gender. Whenever used in this Agreement, the singular shall include all plural, the plural shall include the singular, and the neutral gender shall include the male and female as well as a trust, company, corporation, or other legal domestic or foreign entity, all as the context and meaning of this Agreement may require.

Headings. The paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only, and shall be disregarded for all other purposes including the construction or enforcement of this Agreement or any of its provisions.

Cross-reference. All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

WAIVER OF ANY AND ALL CONFLICTS OF INTEREST: OFFICER OF ENTITY CLIENT REPRESENTS THAT IT HOLDS THE MAJORITY SHARES OF THE ENTITY DEFENDANT AND IS AN AUTHORIZED OFFICER; AND REPRESENTS THAT HE HAS FULL AUTHORITY TO ENGAGE ATTORNEY PER THIS RETAINER; AND AS SUCH REPRESENTS THAT **HE/SHE, SHAREHOLDERS AND THE ENTITY** WAIVE ANY CONFLICTS OF INTEREST BY AND BETWEEN OR AMONG EACH OR ANY AND ALL CAPACITIES, AND RELEASES ATTORNEY FROM ANY CONFLICTS THEREIN; as each may have interest that vary from the other, personally, or in economic sense, and be adverse in this litigation, and as such CLIENTS AND OFFICER AND SHAREHOLDERS HEREBY WAIVE ANY CONFLICTS OF INTEREST among each other and with Attorney, whether actual, or potential.

WAIVER OF SPECIFIC CONFLICT OF INTEREST: CLIENTS HAVE BEEN INFORMED THAT ATTORNEY HAS AN INTEREST IN A FUND THAT IS A MEMBER OF FINIKS CAPITAL, LLC AND CLIENT SPECIFICALLY WAIVES ANY SUCH CONFLICT.

Time Essence. Time is of the essence of every provision of this Agreement that specifies a time for performance.

Facsimile Signatures. The parties mutually understand and agree that signature of a facsimile copy of this Agreement shall be deemed an original for all lawfully enforceable purposes.

Agreement Received. By virtue of their signatures below, Client(s) acknowledges that he/she has read, understands and agrees to every term, covenant and condition of this Agreement and that he/she has received a true and complete copy hereof, effective the date first above written.

Counterpart Execution. This Agreement may be executed 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.

Association. Attorney may engage any other law firm or attorney in the prosecution of this matter. Attorney will inform Client if Attorney has associated with another firm or attorney.

Attorney will provide those legal services reasonably required

Attorney will be compensated for legal services rendered, as follows:

\$2,000 Initial Retainer

Attorney's rates are as follows:

Attorney time billed at ~~\$350~~ \$250 per hour
Paralegal time billed at \$150 per hour
Secretarial time billed at \$90 per hour

Attorney costs are as follows:

Mileage at \$1.00 per mile
Faxes sent and received at \$1.00 per page
Black and white copies, scans and prints at \$.25 per page
Color copies, scans and prints at \$1.00 per page

All other expenses at prevailing rate.

Client agrees to timely replenish Attorney retainer any time the Client balance falls below \$200. Client's subsequent payments shall be in the amount dictated by Attorney.

R. S. Le (Client's Initial's)

_____ (Client's Initial's)

The fees set forth above are not set by law, but are negotiated between Attorney and Client.

Client(s) acknowledges that Pacific Premier Law Group does not carry errors and omissions insurance.

Attorney is not a tax attorney and does not claim to have any expertise in tax law. Client(s) should consult a tax attorney regarding any potential tax liabilities.

Nothing in the Agreement and nothing in Attorney's statements to Client(s) may be construed as a promise or guarantee about the outcome of this matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of this matter are expressions of opinion only. Client(s) acknowledges that Attorney has made no promise or guarantee about the outcome of this matter.

This Agreement contains the entire agreement of the parties. No other Agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them. This Agreement will govern all legal services performed by Attorney on behalf of Client(s) commencing with the date Attorney first performed services.

THE PARTIES HAVE READ AND UNDERSTAND THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT(S) SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT

4/3/2014
Date

Raph. & Co. Inc.
CLIENT

Date _____

CLIENT _____

Date _____

CLIENT _____

4/7/14