

## Retainer Agreement

This Retainer Agreement (the “**Agreement**”) is entered into July 1, 2024 (the “**Effective Date**”) by and between Brett Zamora (the “**Consultant**”) located at [REDACTED] and CeRTNA (the “**Company**”) located at 701 Ocean St. Room 230, Santa Cruz, CA 95060, also individually referred to as the “**Party**”, and collectively the “**Parties**”.

**IN CONSIDERATION OF** the Consultant providing expertise and services, and the Company receiving and providing compensation for the expertise and services, the Parties agree to the following:

1. **Services.** The Consultant agrees to perform the following services (the “Services”) for the Company:
  - 1.1. Provide, as needed, technical support.
  - 1.2. Provide a monthly summary of support requests.
  
2. **Terms & Conditions.** The following terms and conditions apply to this agreement:
  - 2.1. This agreement includes up to four (4) hours of technical support per month.
  - 2.2. Support requires a minimum fifteen (15) minute usage per incident.
  - 2.3. Support exceeding four (4) hours per month must be pre-approved by the Company.
  - 2.4. Pre-approved support exceeding four (4) hours per month will be billed at Two Hundred Fifty Dollars per hour (\$250.00/hr).
  - 2.5. Unused monthly support hours do not carry over.
  
3. **Retainer.** The Company agrees to pay the Consultant Five Hundred Dollars (\$500.00) per month to perform the Services. The Consultant will invoice the Company on the first day of every month for the Services performed and all pre-approved expenses incurred during the previous month. The Company must pay the invoice within fourteen (14) calendar days of the date on the invoice. Payments must be sent via check as follows:

Payable To:

Brett Zamora

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[REDACTED]

[REDACTED]

**4. Expenses**

The Consultant is entitled to reimbursement for all reasonable and necessary expenses incurred in the course of providing the Services. The Company must pre-approve all expenses/all expenses over One Dollar (\$1.00). The Consultant must include receipts for all reimbursable expenses.

**5. Term and Termination**

**5.1. Term.** This is a six (6) -month agreement that will begin on July 1<sup>st</sup>, 2024 and will continue on a month-to-month basis until December 31, 2024.

**5.2. Termination.**

**5.2.1.** Either Party may terminate this Agreement at any time by providing the other Party with a thirty (30) day written notice.

**5.2.2.** The Consultant may terminate this Agreement immediately at any time if the Company fails to pay for the Services or breaches any other material term of this Agreement. The Consultant will be entitled to reimbursement for any outstanding invoices and Services performed but for which the Consultant has not been paid.

**5.2.3.** The Company may terminate this Agreement immediately at any time if the Consultant fails to provide the Services or breaches any other material term of this Agreement. The Company will be entitled to reimbursement for any money paid for Services that were not received.

**6. Relationship of the Parties**

**6.1. No Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Consultant agrees the Consultant will not enter into any agreements that conflict with the Consultant's obligations under this Agreement.

**6.2. Independent Contractor.** The Consultant is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

**6.3. Ownership.** All work product created by the Consultant in connection with performing the Services is the exclusive property of the Company.

**7. Dispute Resolution**

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- 7.1. **Choice of Law.** The Parties agree that this Agreement shall be governed by the State and/or Country in which the duties of this Agreement are expected to take place. In the event that the duties of this Agreement are to take place in multiple States and/or Countries, this Agreement shall be governed by California law.
- 7.2. **Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- 7.3. **Mediation or Binding Arbitration.** In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.
- 7.4. **Attorney's Fees.** In the event of Arbitration and/or Mediation, the prevailing party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

8. **General**

- 8.1. **Assignment.** The Parties may not assign their rights and/or obligations under this Agreement.
- 8.2. **Complete Contract.** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.
- 8.3. **Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.
- 8.4. **Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

9. **Notices**

All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested. Notices shall be sent as follows:

**Consultant**

Brett Zamora

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**Company**

CeRTNA

Attn: Executive Director

exec@certna.com

701 Ocean St. Room 230

Santa Cruz, CA 95060

**With courtesy copies to:**

White Brenner, LLP

1608 T Street

Sacramento, CA 95811

Attn: Nubia I. Goldstein, Esq.

Tel: (916) 468-0950

Email: [Nubia@whitebrennerllp.com](mailto:Nubia@whitebrennerllp.com)

[Remainder of this page intentionally left blank. Signature page follows.]

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**Consultant**

Signed:  \_\_\_\_\_

Name: Brett Zamora

Date: July 1, 2024

**Company**

Signed: \_\_\_\_\_

Name: Richard Sherman

Date: \_\_\_\_\_