



Request For Proposal

RFP 082106 for Advertising, Public/Investor Relations, and Brand Marketing Support Services

Summary:

Componus, Incorporated, a newly registered U.S. holding company, is in the process of qualifying to become publicly trading on one of the U.S. stock exchanges to raise investment capital needed for planned growth and expansion. Componus has three major subsidiaries located in the greater China region. These subsidiaries specialize in supplying raw, finished, or assembled components used in a number of industries (automotive, heavy equipment, furniture, etc.).

The purpose of this RFP is to select the most appropriate service provider to support the planned advertising, public/investor relations, and market branding campaign that will gain the attention of a wide variety of potential investors, franchisees, and/or product customers.

The resulting contract award is anticipated to be a task order contract consisting of firm-fixed price, time and materials, and/or milestone tasks with the corresponding compensation for each type of task. One or more awardees are possible for specific task orders.

The initial delivery of services is expected to be no later than 30 September 2006.

Background:

Componus, Inc. has embarked on a campaign to raise private and public investment funding. Public investment funding is expected to result from successful listing on the U.S. Over The Counter securities market for small or micro-cap companies. In order to successfully raise the needed amount of investment for growth and expansion, a focused, and organized advertising, public and investor relations, and branding campaign is anticipated. The successful bidder must be able to:

1. Quickly respond to task orders of this contract,
2. Assign dedicated personnel resources to the tasks,
3. Quickly utilize known resources with his/her business network in the areas of advertising, public/investor relations, brand marketing, and regional market research,
4. Assign one account manager to be responsible for execution of tasks,



5. Show direct and indirect experience in the areas of advertising, PR/IR relations particularly in southern California,
6. Fully co-ordinate their support services and directly participate with other assigned employees of Componus and/or contracted providers of Componus. These personnel will likely be out of state, and in most cases, located at either the U.S. East coast or Taiwan time zones, and
7. Travel on short notice to meet with Componus management, or directly related to accomplishing assigned tasks.

Scope of Work:

Detailed Task Orders will be sent upon signing and returning the attached Non-Disclosure Agreement

Task Order format:

- 1.0 Scope of Work
- 2.0 Contractual Type of Task
- 3.0 Schedule
- 4.0 Specific Terms and Conditions

Evaluation Criteria: (Highest to Lowest)

- A. Price per task
- B. Detailed description of approach to include resource committed
- C. Schedule compliance
- D. Relevant background, prior experience, and specific commitment of resources

Duration:

From a few months to multi-year, depending upon the success of the overall campaign.

Sequence of Events:

- | | |
|--|--------------------------------|
| ➤ RFP released | August 21, 2006 |
| ➤ Non-Disclosure forms signed and returned | August 21 -25, 2006 |
| ○ Fax to: (650) 949-5901 | |
| ➤ Transmittal of Task Orders | August 21-25, 2006 |
| ➤ Deadline for written questions to this RFP | August 25, 2006 |
| ➤ Proposal submission | August 31, 2006 by 6:00 pm PST |
| ○ Signed Consulting Agreement | |
| ○ Organization Capabilities and Experience Description | |
| ○ Applicable Business References | |

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Los Altos, CA 94022



- Proposals by task
- Selection of Awardee(s)
- Task accomplishment

September 1, 2006
as specified on Task order

Basis of Proposal:

Only written (hard copy or digital) proposals delivered to the specified Point of Contact (below) by the deadline date and time described in the Sequence of Events, above, will be considered for award. Late proposals will be returned or their digital files deleted.

Allowable Compensation:

There are four types of compensation afforded to the successful offeror, and will be specified by task order.

1. Firm Fixed Price (FFP)
2. Cost Plus Fixed Fee (CP+)
3. Time & Materials (T&M)
4. Milestone / Progress Payment (Mi)

Acceptance of General Terms and Conditions:

The offeror must indicate acceptance of the general Terms and Conditions contained in the master consulting agreement.

Protection of Proposal Contents:

All qualified proposal submissions will be kept confidential. Proposals from offerors not selected will be destroyed, or deleted immediately after proposal award.

Incurring Cost:

Any cost incurred by an offeror in preparation, transmittal, and presentation of any proposal or material submitted in response to this RFP will be borne solely by the offeror.

Use of Subcontractors:

Use of subcontractors must be clearly explained in the proposal description for each task order and major subcontractors must be identified by name. The offeror will be wholly responsible for all tax withholdings that may be required on behalf of any of the subcontracts and may be required to provide appropriate releases. Normally, Firm-fixed Price or Cost-plus-fixed-fee is allowable for use of subcontractors, partners, or other affiliates performing work, and type will be specified by Task Order.

Conflict of Interest:

The Offeror must agree that he/she has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

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Governing Law:

The laws of the State of California will govern this procurement and any agreement with the offeror(s) that result.

Compliance with the Applicable Law:

The prospective awardee(s) agrees, if awarded the contract, that the services will be performed within applicable federal and state laws and applicable standards and regulations of California. In addition, California criminal statutes impose penalties for illegal bribes, gratuities, and kickbacks.

Point of Contact :

Proposals submitted by mail to:

Componus, Inc.
4546 B-10 El Camino Real # 353
Los Altos, CA 94022

Proposals submitted by fax to:
(650) 949-5901

Proposals submitted by e-mail to:

cnakayama@componus.com (limit of 5 mb)

Invoicing:

All invoices for tasks performed shall be mailed to:

Componus, Inc.
4546 B-10 El Camino Real # 353
Los Altos, CA 94022

and faxed to:

Ms. Rebekah Krushnisky
Fax number (Taiwan) +886-2-8913-2055

Post-award Routine Communication Methods:

Componus highly suggests that any Awardee download communications services for web-based presentations at www.gotomeeting.com , as a participant or attendee, and at www.skype.com for Voice Over IP.

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Additionally, Componus may grant an Awardee access to its internal collaboration system known as AFS ProjectSync. Any and all information on AFS ProjectSync is confidential, and under the protection of the Non-Disclosure Agreement.

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NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is made on _____ (the "Effective Date")
by and between _____ (the "Receiving
Party"), whose address is

_____, and
Componus, Incorporated., (the "Disclosing Party") whose address is
300 Center Avenue, Suite 202, Bay City, Michigan 48708.

The parties hereby agree as follows:

In its sole discretion, the Disclosing Party will provide to the Receiving Party certain confidential and proprietary information for the limited purpose of allowing the Receiving Party to evaluate its interest in proposing advertising, public & investor relations, and brand marketing services, in accordance with the following terms and conditions:

1. Definition

For purposes of this Agreement, "Confidential Information" shall mean the information received by the Receiving Party from the Disclosing Party which is marked as "Confidential" and/or "Proprietary" or which would logically be considered "Confidential" and/or "Proprietary" in view of its relationship to the whole disclosure. Information furnished orally, in written form, by electronic means, or by any other means which was identified by the Disclosing Party as confidential and/or proprietary at the time of disclosure, shall be treated by the Receiving Party as Confidential Information.

2. Protection and Purpose

All "Confidential Information" shall be maintained in confidence by the Receiving Party, and shall not be disclosed to any third party and shall be protected with the same degree of care as the Receiving Party normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care. The Receiving Party shall not use any "Confidential Information" received from the Disclosing Party except for the evaluation purposes set forth above.

3. Restrictions

The restrictions herein provided shall not apply with respect to

The information contained in this document is proprietary and confidential to Componus, Inc.. Copying, distribution, or dissemination of the information contained herein, in whole or in part, without the expressed written permission of Componus, Inc. is strictly



"Confidential Information" which:

- A. Is known by the Receiving Party at the time of receipt; or
- B. Is or becomes a part of the public domain without breach of this Agreement by the Receiving Party; or
- C. Is legitimately obtained by the Receiving Party without a commitment of confidentiality from a third party; or
- D. Is disclosed by the Disclosing Party to a third party without a commitment of confidentiality by the third party; or
- E. Is independently developed by the Receiving Party; or
- F. Is disclosed pursuant to judicial action or government regulations, provided the Receiving Party notifies the Disclosing Party prior to such disclosure and cooperates with the Disclosing Party in the event the Disclosing Party elects to legally contest and avoid such disclosure.

4. Rights and Licenses

This Agreement and the furnishing of "Confidential Information" as provided herein shall not be construed as establishing, either expressly or by implication, any grant of rights or licenses to the Receiving Party or any relationship between the parties.

5. Ownership

All tangible information, including drawings, specifications and other information submitted hereunder by the Disclosing Party to the Receiving Party, shall remain the property of the Disclosing Party. If either party elects not to pursue any further business undertaking, the Receiving Party shall promptly return to the Disclosing Party all tangible information, and all copies thereof, related to "Confidential Information".

6. Export

The Receiving Party shall not export any Confidential Information without written permission from the Disclosing Party. If the Disclosing Party is permitted to export Confidential Information, the Receiving Party shall comply with the appropriate, local export laws and regulations and

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shall not export or re-export any technical data or products received from the Disclosing Party or the direct product of such technical data to any country prohibited by local laws or regulations.

7. Remedies

This Agreement is made under, and shall be exclusively construed to, according to the laws of the Republic of China in Taiwan. Any legal remedy proceedings will be performed using binding arbitration under the UNCITRAL Arbitration Rules administered by the American Arbitration Association.

8. Termination

This Agreement is to be construed in accordance with the laws of the Republic of Taiwan in China and shall terminate five (5) years from the effective date of this Agreement.

COMPONUS, INCORPORATED

By: _____

Name: C. E. Nakayama

Title: President & CEO

RECEIVING PARTY NAME

By: _____

(Authorized Signature and Date)

Name:

Title:



Master Consulting Agreement

This agreement dated _____, is made By and Between
Componus, Incorporated located at 300 Center Avenue, Suite 202, Bay City, Michigan 48708 referred to
as "Company", AND _____, whose address is
_____, referred to as "Consultant."

1. Consultation Services. The company hereby contracts with the consultant to perform the following services in accordance with Componus Request for Proposal 082106, and the terms and conditions set forth in this agreement: The consultant will consult with the officers and employees of the company concerning matters relating to the advertising, public and investor relations, and brand marketing activities and generally any matter arising out of the business affairs of the company.

2. Terms of Agreement. This agreement will begin September 1, 2006 and will end August 31, 2008, unless otherwise renewed and accepted by both parties in writing prior to the expiration date. . Either party may cancel this agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery.

3. Task-oriented Consultant. It is anticipated the consultant will spend the necessary time to fulfill its obligations under this contract, based on the tasking agreed upon in writing (Attachment A). The period of performance of each task is specified on Attachment A.

4. Place Where Services Will Be Rendered. The consultant will perform most services at a location of consultant's choosing, unless presence at specific meetings are required. In those instances,



the consultant's place of service will be at Company's location . In addition the consultant will perform services on the telephone and at such other places as designated by the company to perform these services in accordance with this agreement.

5. Payment to Consultant. The consultant will be paid based on the type of task order. The types are:

1. Time and Materials at the rate of US \$ _____per day, or
2. Cost plus fixed fee of _____% of actual costs detailed by invoices and receipts, or
2. Firm-fixed Price as negotiated with Company and specified on final approved task order, or
- 3..Milestone or Progress payments as negotiated with Company and specified on the final approved task order.

Company does not allow travel costs for locations within a 50 kilometer radius of consultant's home.

Any Time and Materials task, or with prior approval, any travel expenses and incidentals shall be reported by consultant using Company expense report format and submitted to Company for approval and refund.

6. Independent Contractor. Both the company and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the consultant shall be responsible for payment of all taxes including national and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, national and local income tax, retirement tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

7. Confidential Information. The consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the

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consultant in full confidence and will not be revealed to any other persons, firms or organizations.

8. Employment of Others. The company may from time to time request that the consultant arrange for the services of others. All costs to the consultant for those services will be paid by the company but in no event shall the consultant employ others without the prior authorization of the company.

9. Indemnification from Third Party Claims. The Consultant agrees to indemnify and hold harmless, the Company, from any and all claims arising from the Consultant's subcontractors, partners, or any other party that the Consultant chooses affiliation to perform the work described in a task order.

10. Governing Law. The Agreement shall be governed by the laws of the State of California. Both Parties agree to use all reasonable efforts in a good faith attempt to settle any and all disputes; otherwise exclusive jurisdiction and venue over such dispute shall be in a court of competent jurisdiction residing in California.

11. Signatures. Both the company and the consultant agree to the above consulting agreement.

FOR COMPONUS, INCORPORATED:

_____ Date: _____

FOR CONSULTANT:

_____ Date: _____

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Attachment A to Consulting Agreement
Between
Componus, Inc. and _____

Task #.	Task	Type	Completion Date	Contracted Cost
1	Website Support	T&M	Weekly deliverables	
2	Press Release Service	FFP	Weekly deliverables	
3	Pilot Advertising Planning	FFP,CP+	30 September 2006	
4	Retail Brand Marketing Plan	Mi-FFP	1 st Mi – 10 DAC	