

CONSULTING AGREEMENT

CONSULTING AGREEMENT dated as of _____, 20__ (the "Agreement") by and between _____, a _____ corporation (the "Company") having its principal office at _____, _____, and _____, (the "Consultant"), residing at _____.

WHEREAS, the Company desires to obtain the independent consulting services of the Consultant and the Consultant is willing to provide independent consulting services to the Company, on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Independent Consulting Services.

The Company hereby retains the Consultant, and the Consultant hereby agrees, upon the terms and conditions contained herein, to perform consulting services described on the Consulting Services Schedule attached hereto and made a part hereof, as the same may be modified or amended from time to time by written agreement of the parties, and at consulting fees as set forth on the Fee Schedule attached hereto and made a part hereof, as the same may be modified or amended from time to time by written agreement of the parties. This Agreement shall commence on the date hereof and shall continue for an indefinite time until terminated by either party upon not less than sixty (60) days prior written notice.

2. Independent Contractor.

The Consultant acknowledges that he is solely an independent contractor and consultant. The Consultant further acknowledges that he does not consider himself to be an employee of the Company, and that he is not entitled to any Company employment rights or benefits. The Consultant shall not be supervised by the Company.

3. Invoices; Expenses; Payment of Fees and Expenses.

The Consultant shall provide his own invoices for payment, on his own letterhead, which shall describe the services provided, the time spent in providing services and all out-of-pocket expenses incurred by the Consultant in the performance of the consulting services, accompanied by such documentation regarding such services, time and expenses as the Company may reasonably request. The Company will reimburse the Consultant for all out-of-pocket

expenses, including without limitation all travel, entertainment, lodging, meal and miscellaneous other expenses, incurred by the Consultant in connection with or as a result of the performance of services under this Agreement. The Company will pay (or cause to be paid) invoices from the Consultant within thirty (30) days following receipt of such invoice and the documentation requested in connection therewith.

4. Confidentiality.

The Consultant recognizes and acknowledges that the services the Company performs for its clients are confidential and to enable the Company to perform these services, its clients furnish to the Company confidential information concerning their business affairs, finances, properties, methods of operation and other data; that the good will of the Company depends, among other things, upon its keeping such services and information confidential and that the unauthorized disclosure of the same would irreparably damage the Company; and that by reason of his duties hereunder, the Consultant may come into possession of information concerning the services performed by the Company for its clients or information furnished by its clients to the Company, even though the Consultant does not himself take any direct part in or furnish the services performed for those clients. All such information concerning clients of the Company and services rendered by the Company to such clients is hereinafter collectively referred to as "Confidential Information."

5. Non-Disclosure.

The Consultant agrees that, except as directed by the Company or as required by law, he will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever, or permit any person whatsoever to examine and/or make copies of any reports or any documents prepared by him or that come into his possession or under his control by reason of his consulting services, and that upon termination of this Agreement he will turn over to the Company all documents, papers and other matter in his possession or under his control that relate to the Clients of the Company, without retaining any copies thereof.

6. Ownership of Work Product.

The Company and the Consultant hereby agree that the work product being prepared and delivered by the Consultant constitutes "Work for Hire" as that term is understood under the Copyright Act of 1976, as amended, and that the Company shall be the sole owner of all work product prepared and/or delivered by the Consultant.

7. Injunctive Relief.

The Consultant acknowledges that unauthorized disclosure of any Confidential Information by him could give rise to irreparable injury to the Company or the owner of such information, inadequately compensable in damages. Accordingly, the Company or such other

party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other remedies which may be available at law or in equity. The Consultant further acknowledges and agrees that in the event of the termination of this Agreement his experience and capabilities are such that he can obtain a consulting arrangement or employment in business activities which are either (i) of a different or non-competing nature with his activities as a consultant for the Company, or (ii) are carried on in a different geographic location; and that the enforcement of a remedy hereunder by way of injunction will not prevent him from earning a reasonable livelihood. The Consultant further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

8. Non-Competition.

For a period of ___ year(s) following the termination of this Agreement, the Consultant will not solicit business which directly or indirectly relates to the business of the Company or the consulting services provided by the Consultant, either directly or indirectly, from any client of the Company or its subsidiaries, for which the Consultant provided consulting services on behalf of the Company during the term of this Agreement or about which the Consultant learned Confidential Information during the term of this Agreement.

9. Enforceable.

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the Consultant against the Company whether predicated on this Agreement or otherwise.

10. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of The State of _____ without regard to its conflict of law provisions.

11. Entire Agreement; Notice; Counterparts.

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail, or by courier or telecopier or facsimile, to the consultant at his as the same appears on the books and records of the Company or to the Company at its principal office, attention of the President, or as otherwise directed by the Company, from time to time. This Agreement may be executed in counterparts, all of which shall be originals and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Consultant have duly executed this Agreement as of the date first written above.

By: _____

Name:

Title:

CONSULTANT

Signature

CONSULTING SERVICES SCHEDULE

FEE SCHEDULE