

the business affairs of the Company. Consultant shall not represent the Company, its Board of Directors, its officers or any other members of the Company in any transactions or communications nor shall Consultant make claim to do so.

3. Liability. With regard to the services to be performed by

the Consultant pursuant to the terms of this agreement, the Consultant shall not be liable to the Company, or to anyone who may claim any right due to any relationship with the Corporation, for any acts or omissions in the performance of services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts or omissions of the Consultant are due to willful misconduct or gross negligence. The Company shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to the Company

pursuant to the terms of this agreement or in any way

connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Consultant and the Consultant is adjudged

to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

4. Compensation. The Consultant shall receive at least monthly

from the Company for the performance of the services to rendered to the Company pursuant to the terms of the agreement \$ _____ per hour for work performed by

the Consultant; however, in no event shall the compensation paid to the Consultant by the Company be less than \$ _____ per month nor more than \$ _____ per month. In addition, the Company shall reimburse the Consultant per diem for any reasonable out of pocket expenses incurred by the Consultant pursuant to the terms of this agreement. The Consultant shall submit itemized statements of hours of services performed and expenses incurred during any particular month by the fifth (5th) day of the next

succeeding month. The amount shall be paid to the Consultant by the fifteenth (15th) day of the latter month.

5. Retainer. A minimum retainer of _____ Dollars

(\$ _____) will be paid Consultant by Company in advance of any consultations and will be applied by client in advance of any consultations on account of the fee for such consultations.

6. Arbitration. Any controversy or claim arising out of or

relating to this contract, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in _____ County, State of _____. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of

_____ competent jurisdiction if filed more than one year

subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the _____ day of _____, 19 ____.

"Company"

Witness _____ Company Name

By: _____ Witness

"Consultant"

Witness

Firm's Name (if applicable)

By:

Witness