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Consulting Agreement

State of Alabama

This Consulting Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ (the "Effective Date") by and between the following parties:

_____ (the "Consultant"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____
Email: _____

The specific individual representing the Consultant is the following party: _____. This individual will continue to be referred to as the "Consultant" throughout this Agreement, as they will be representing the Consultant.

and

_____ (the "Client"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____
Email: _____

Consultant and Client may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to retain the Consulting Services (as defined below) of

Consultant;

WHEREAS, Consultant has the skills, qualifications, and expertise required to provide the Consulting Services to the Client;

WHEREAS, Consultant wishes to render such Consulting Services to the Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

ARTICLE 1 - DEFINITIONS:

As used in this Agreement:

a) "Consulting Services" shall be used to refer to the following specific services that the Consultant will provide to the Client under the terms and conditions set forth herein:

_____

b) "Consulting Project" shall be used to refer to the specific project the Consultant will be working on for the Client. The details of the Consulting Project are as follows:

_____

c) "Commencement Date" shall be used to refer to the date the Consultant begins work on the Consulting Services for the Client. The Commencement Date shall be _____.

d) "Completion Date" shall be used to refer to the date that the Consultant will complete or cease the provision of Consulting Services to the Client. The Completion Date will be the date the specific Consulting Project is completed.

e) "Fees" shall be used to refer to the payment Client will pay to Consultant for the rendering of the Consulting Services. Specifically, the fees shall be as follows:

$2 (two US dollars), as a fixed fee for all Consulting Services rendered

f) "Retainer" shall mean the following amount, which Client shall pay to Consultant prior to the Commencement Date, in order to begin the Parties' relationship: $2 (two US dollars). The Retainer shall be due on the following date: _____.

ARTICLE 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Consultant hereby agrees to render the Consulting Services to Client, beginning on the Commencement Date and ending on the Completion date, and Client agrees to pay Consultant the Fees required for the Consulting Services.

ARTICLE 3 - RELATIONSHIP:

Nothing herein shall be taken to establish any partnership, joint venture, agency, or employment relationship. Consultant is, and at all times will be, an independent contractor. Consultant shall receive no benefits from Client, such as health insurance, paid vacation, or sick days. Consultant shall be responsible for all of Consultant's own taxes, and no amounts will be withheld by Client. Consultant shall control the manner of work and time spent on the Consultaning Services, with no input or oversight from Client.

ARTICLE 4 - LOCATION:

Consultant will render the Consulting Services anywhere the Consultant considers appropriate to the type and nature of the work required to complete the Services.

ARTICLE 5 - EXPENSES:

Client will reimburse Consultant for all expenses related to this Agreement, provided Consultant provides receipts.

ARTICLE 6 - STAFF OR EMPLOYEES:

The Consultant may use any staff or employees of the Consultant that the Consultant deems fit and capable in the provision of the Consulting Services to the Client. However, any staff or employees utilized by the Consultant must also agree to be bound by the terms of this Agreement.

ARTICLE 7 - ADDITIONAL WORK:

In order to begin any additional work, such as projects that were not discussed

previously, Consultant and Client must each agree and manifest their assent in writing.

ARTICLE 8 - FEES:

The Client agrees to pay the Consultant the required Fees, as outlined elsewhere in this Agreement, for the provision of the Services, subject to the following terms and conditions:

a) Invoice Interval: The Consultant will be entitled to invoice the client at the following time period: Weekly.

b) Invoice Period: The Client shall have the following time period in which to pay the Consultant's invoice:

_____

c) Method of Payment: Consultant will accept the following forms of payment:

_____

d) Penalties: If the Client does not pay the invoiced and required amount by the date stated in the invoice or as otherwise provided for in this Agreement, the Consultant shall be entitled to:

I) charge interest on the outstanding amount at the rate of 50%, yearly (fifty percent, yearly);

II) require Client to pay for the Consulting Services, or any remaining part of the Consulting Services, in advance;

III) cease performance of the Consulting Services completely or until payment is made, at the Consultant's sole and exclusive discretion.

e) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Consultant shall be the sole and exclusive responsibility of each, respectively.

ARTICLE 9 - CONFLICTS:

It shall be Consultant's responsibility to disclose any conflicts of interest or potential

conflicts of interest to Client, in written form, whether such conflicts are present at the start of the Parties' relationship or arise thereafter. Client shall make a determination as to whether the conflict prevents the Parties from working together or continuing to work together.

ARTICLE 10 - CLIENT OBLIGATIONS:

During the provision of Consulting Services, the Client hereby agrees to:

a) Cooperate with the Consultant for anything the Consultant may reasonably require;

b) Provide any information and/or documentation needed by the Consultant relevant to the provision of Consulting Services or payment for the provision of Consulting Services; and

c) Require any staff or agents of the Client to cooperate with and assist the Consultant as the Consultant may need.

ARTICLE 11 - INTELLECTUAL PROPERTY:

In accordance with the terms and conditions of this Agreement, the Consultant may create certain intellectual property ("Created IP"), including, but not limited to, plans, drawings, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Consulting Services to the Client. Unless the Parties otherwise agree, any such Created IP generated by the Consultant in connection with the provision of Consulting Services to the Client shall belong to the Client.

Any intellectual property provided by the Client to the Consultant to assist in the provision of Consulting Services, that was not created by Consultant pursuant to this Agreement, shall belong to the Client.

Any intellectual property belonging to the Consultant, provided or shown to the Client in any way, that was not created by the Consultant pursuant to this Agreement, shall belong to the Consultant. A list of such intellectual property belonging to the Consultant is provided below:

_____

ARTICLE 12 - CONFIDENTIALITY:

Each Party hereby acknowledges and agrees that they and the other party each possess certain non-public Confidential Information (as hereinafter defined) and may also possess Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding their business operations and development. The Parties agree that the Proprietary Information is secret and valuable to each of their respective businesses and the Parties have entered into a business relationship, through which they will each have access to the other party's Proprietary Information. Each of the Parties desires to maintain the secret and private nature of any Proprietary Information given. "Receiving Party" refers to the Party that is receiving the Proprietary Information and "Disclosing Party" refers to the Party that is disclosing the Proprietary Information.

Confidential Information refers to any information which is confidential and commercially valuable to either of the Parties. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to either of the Parties.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

a) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Receiving Party;

b) is already known, through legal means, to the Receiving Party;

c) is given by the Disclosing Party to third parties, other than the Receiving Party, without any restrictions;

d) is given to the Receiving Party by any third party who legally had the Confidential Information and the right to disclose it; or

e) is developed independently by the Receiving Party and the Receiving Party can show such independent development.

"Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

Both Parties hereby agree they shall:

a) Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and after the termination of this Agreement;

b) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;

c) Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Disclosing Party.

ARTICLE 13 - INSURANCE:

Consultant hereby warrants that Consultant maintains appropriate business insurance with at least a $1 million coverage limit. Consultant agrees to maintain this insurance for the duration of the Parties' relationship.

ARTICLE 14 - WARRANTIES:

The Consultant represents and warrants that it will render the Consulting Services using reasonable care and skill for a Consultant in their field and that any end products or materials given by the Consultant to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

ARTICLE 15 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to the Fees paid by the Client to the Consultant.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature, including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

ARTICLE 16 -

ARTICLE 17 -

ARTICLE 18 - GENERAL PROVISIONS:

a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

d) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as

provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

g) PUBLIC ANNOUNCEMENT: Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

h) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

i) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

j) FORCE MAJEURE: Consultant is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

k) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: _____

Name of Consultant: _____

Consultant Signature:_____

Name: _____

Representative Name:_____

Representative Signature:_____

Representative Title:_____