



Consulting Agreement

THIS AGREEMENT (the "Agreement"), is entered into on this date Saturday, March 8, 1997 by and between:

Suspendisse potenti. a registered company located at 29 Michigan Parkway 88803 Park Meadow Plaza Sacramento California 94230, (hereby known as the "Consultant"), and;

Suspendisse potenti., whose address is at 29 Michigan Parkway 88803 Park Meadow Plaza Sacramento California 94230, (hereby known as the "Client");

WHEREAS, the Client desires to hire the services of the Company to render services to Nulla neque libero, convallis eget, eleifend luctus, ultricies eu, nibh. Quisque id justo sit amet sapien dignissim vestibulum.;

NOW, THEREFORE, for and in consideration of the mutual covenants made by the parties hereto, the Parties to this agreement agree as follows:

The Services

The Consultant agrees that it shall render services to the Client on matters pertaining to Nulla neque libero, convallis eget, eleifend luctus, ultricies eu, nibh. Quisque id justo sit amet sapien dignissim vestibulum. (the "Services").

Compensation and Payment

The Client shall provide payment to the Consultant at the amount of {paymentAmount} paid on every Option 1, beginning the next month of the commencement of this Agreement.

Term

This Agreement shall commence 15 days after signing by the parties and shall continue every Option 1, unless otherwise terminated by the Consultant or Client or by mutual agreement of the parties herein.

Termination

In the event that the Client desires to terminate the Services of the Consultant hereunder, the Client shall submit a letter to the Consultant in not less than thirty (30) days prior to the desired date of termination. All monies receivable by the Consultant shall immediately be due and

In the event that a law or regulation is passed, the operation or implementation of which would result in the non-execution of the obligation of any of the parties to this Contract, shall automatically result to expiration and be deemed terminated upon the date of its occurrence.

**Intellectual Property**

The Parties acknowledge that the Client shall hold all rights proprietary in any work product resulting from the Consulting Services including, but not limited to, copyright and patents. The Consultant agrees not to claim any such ownership in any intangible property created insofar as to the services he provided for the Client at any time prior to or after the completion and delivery of work to the said client.

Confidentiality

The Consultant agrees to refrain from disclosing to any third party any details regarding the Client's business, including any information regarding any of the Client's customers and businesses.

The terms and conditions contained in this Contract shall constitute Confidential Information, and the recipient of the Confidential Information undertakes and agrees to keep confidential the Confidential Information by applying the same care that it would employ with respect to its own Confidential Information. The Consultant shall not disclose, transmit, or convey, wholly or partially, the confidential information to any third party without the written consent of the other party.

The foregoing notwithstanding, in the event that the recipient of the confidential information is legally compelled or required by any governmental body, court, or competent authority to disclose any such confidential information if shall promptly notify the other party so that the latter may be able to seek a protective order or avail itself of other appropriate remedies and/or waive compliance with the provisions hereof. The provisions of this section shall survive the termination of this Contract for whatever reason.

Noncompete

The Consultant shall not engage, directly or indirectly, in any capacity, to be in any competition with the Client or any of its subsidiaries, including any company engaged in the business which is in competition with the Client's business during and upon the termination of this Agreement one (1) year thereafter.

Nonsolicitation

Solicitation to any business from the Company's clients, prospects, employees, or contractors shall not be allowed and shall prevent the Consultant from doing so within five (5) years after termination of this Agreement.

The Consultant shall not, directly or indirectly, do any acts or attempt to perform any acts of recruitment, solicitation, or inducement to any of the Company's employees, or contractors to work to another company.



Indemnification

The Consultant shall be indemnified and protected by the Client from and against any lawsuit and costs of any kind in relation to the Client's business due to any action or inaction by the Client based on the Consulting Services provided herein this Agreement.

Agreement Modification

No modification or alteration on this Contract shall be considered as having been made unless done with consent by the Parties and fully executed in writing and duly signed by the Parties hereto.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, to the exclusion of the other federal and state courts

In case of an action or suit filed by any of the parties hereto due to breach or violation of any of the terms and conditions of this Agreement, the parties agree that the aggrieved party shall be paid in sum equivalent to twenty (20%) percentum of the total sums awarded by in no case less than \$20,000.00 as and by way of attorney's fees, plus the cost of suit and collection or litigation expense.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Client Signature

Consultant Signature