

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement "Agreement" is made and effective \_\_\_\_\_, 2004, by and between:

**Consultant:**

**Company:**

**Consultant** and **Company** agree as follows:

1. Company hereby engages Consultant, and Consultant accepts engagement, to provide to Company's Board of Directors, a \_\_\_\_\_(Letter Format).
2. Term – Consultant shall provide services to the Company pursuant to this Agreement for a term commencing on \_\_\_\_\_with completion of deliverables scheduled \_\_\_\_\_.
3. Place of Work - Consultant shall render services primarily at Consultant's location. It is anticipated an additional Company site location visit will be required for executive interviews.
4. Time – Consultant's daily schedule and hours worked under this Agreement on a given day shall generally be subject to Consultant's discretion. Consultant shall be readily available for telephone consultations during normal working hours (8:00AM through 6:00PM – CST).
5. Payment – Consultant will receive total compensation of \$\_\_\_\_\_. In addition all related reasonable travel expenses will be reimbursed to consultant. In the event that Consultant's physical presence is required related to any legal matters, then Consultant will be compensated at the rate of \$100 per hour plus all related travel expenses. The \$100 hourly rate will be in effect during normal business hours (8:00AM – 6:00PM) plus any other times when specific matters are being addressed. Travel time is excluded from the hourly rate. Travel expenses will be reimbursed to Consultant within 30 days of submission.
6. Confidentiality – During the Term of this Agreement, and thereafter for a period of one year, Consultant shall not, without the prior written consent of the Company, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include but not be limited to, marketing plans, business plans, customer lists, or investor agreements.
8. Independent Contractor – Consultant is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent to Company. Consultant shall not be entitle to nor receive any benefit normally provided to Company's employees such as, but not limited to, vacation payment, retirement, health care of sick pay.

Company shall not be responsible for withholding income or other taxes from the payment made to Consultant, consultant shall be solely responsible for filing all returns and paying any income, social security, or other tax levied with respect to the payment made to Consultant pursuant to this Agreement.

9. Controlling Law – This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

10. Limitations of Liability - Consultant shall have no liability or responsibility to Company or any other persons-entity with respect to any liability, loss, or damage, caused or alleged to be caused, directly or indirectly, by Consultants services. This limitation includes, but is not limited to, any interruption of service, loss of business or anticipatory profits or consequential damages, resulting from the use of or interpretation of the \_\_\_\_\_, or reliance upon any representations or demonstrations by Company concerning such use of the \_\_\_\_\_ and in no event shall Consultant be liable for loss of profits or any indirect special or consequential damages arising out of any breach of this agreement.

11. Final Agreement – This Agreement constitutes the understanding and agreement between the parties with respect to the subject matter hereof and supercedes all prior negotiations, understanding and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

\_\_\_\_\_  
Consultant:

\_\_\_\_\_  
Company: