

CONSULTING AGREEMENT

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This Agreement is made on _____, 20____ between _____ (the "Client") and William G. Wilhelm (the "Consultant"), a consulting business attorney, and is effective on this date.

The Consultant has extensive experience regarding expert counseling for the creation, development and operation of technology-based businesses and the Client seeks to benefit from the Consultant's expertise by retaining the Consultant as set forth in Exhibit "A" attached. The Consultant wishes to perform such consulting services for the Client.

Accordingly, the Client and the Consultant agree as follows:

1) Services

- a) The Consultant shall provide consulting services to the Client with respect to matters related to creating, developing and operating the Client's business; such services being defined in Exhibit "A", which is attached hereto and incorporated herein. The Consultant shall be engaged by the Client as a consultant for the exchange of ideas only and only under the terms of this Agreement (with Exhibits).
- b) Client understands that although Consultant is an attorney, the Consultant will be providing general business consulting services only and that all legal recommendations and documents shall be reviewed by competent legal counsel.

2) Compensation

As full consideration for the consulting services provided by the Consultant, the Client shall pay to the Consultant as set forth in Exhibit "A".

3) Competition

The Consultant represents to the Client that the Consultant does not have any agreement to provide consulting services to any other party, firm, or client in the business generally described in Exhibit "A" as relating to the scope of this consultancy, and will not enter into any such agreement during the term of this Agreement.

4) Confidentiality

- a) Either party may disclose to the other party any information that the disclosing party would normally freely disclose to the other members of the business or scientific community at large, whether by publication, by presentation at seminars, or in informal business or scientific discussions.
- b) The parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties for a period of two (2) years from receipt thereof. The recipient may acquire information that pertains to the discloser's processes, equipment, programs, developments, or plans that is both (i) disclosed or made known by the disclosure to the recipient and (ii) identified in writing as "proprietary" by the disclosure. The Consultant agrees not to disclose any Confidential Information to third parties or to use any Confidential Information for any purpose other than performance of the services contemplated by this Agreement, without prior written consent of the Client.

- c) Confidential Information subject to paragraph 4(b) does not include information that (i) is or later becomes available to the public through no breach of this Agreement by the recipient; (ii) is obtained by the recipient from a third party who had the legal right to disclose the information to the recipient; (iii) is already in the possession of the recipient on the date this Agreement becomes effective; (iv) is independently developed by recipient; or (v) is required to be disclosed by law, government regulation, or court order. In addition, Confidential Information subject to paragraph 4(b) does not include information generated by the Consultant unless the information is generated as a direct result of the performance of consulting services under this Agreement.

5) Return of Materials

The Consultant agrees to promptly return, following the termination of this Agreement or upon earlier request by the Client, all drawings, tracings, and written materials in the Consultant's possession and (i) supplied by the Client in conjunction with the Consultant's consulting services under this Agreement or (ii) generated by the Consultant in the performance of consulting services under this Agreement.

6) Intellectual Property

Title to all inventions and discoveries made by Client resulting from the research performed hereunder shall reside in Client.

7) Term and Termination

- a) This Agreement shall be for a term of six (6) months, renewable upon reasonable terms and conditions as may be agreed upon by the Client and the Consultant.
- b) Termination of the Agreement shall not affect (a) the Client's obligation to pay for services previously performed by the Consultant or expenses reasonably incurred by the Consultant for which the Consultant is entitled to reimbursement under paragraph 2, above.

8) Miscellaneous

- a) This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the parties, as the case may be.
- b) The relationship created by this Agreement shall be that of independent contractor, and the Consultant shall have no authority to bind or act as agent for the Client or its employees for any purpose.
- c) The Client will not use the Consultant's name in any commercial advertisement or similar material used to promote or sell products, unless the Client obtains in advance the written consent of the Consultant.
- d) Notice or payments given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service, registered or certified mail, addressed as follows:

Client Address:

Consultant Address: 7509 Herschel Ave #3, La Jolla CA 92037

- e) This Agreement replaces all previous agreements and the discussions relating to the subject matters hereof and constitutes the entire agreement between the Client and the Consultant with respect to the subject matters of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by

any employee, officer, or representative of the Client, or by any written documents unless it is signed by the Client and by the Consultant.

9) No Professional Liability Insurance

Client hereby acknowledges and fully understands that Consultant carries no Professional Liability Insurance.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

By: _____
Client

By: _____
Consultant
William G. Wilhelm