

Consulting Agreement

THIS AGREEMENT is made effective as of the ____ day of _____, by and between _____ (the “Company”) and _____ (the “Consultant”).

RECITALS

WHEREAS, Company acknowledges that Consultant has experience, knowledge and contacts that are valuable to Company, and;

WHEREAS, Company desires to obtain the services of Consultant, and Consultant desires to be hired by Company on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **General Conditions.**

A. The Company hereby retains Consultant to render services to the Company as requested by Company from time to time, mainly, that Consultant will provide expertise and contacts to Company and will assist in promoting Company as described below.

B. Throughout the term of this Agreement, Consultant will make himself/herself available for consultation to Company, devoting his/her reasonable efforts and attention to the performance of such consultation.

C. It is understood and agreed, and it is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee, agent, joint venturer, or partner of the Company for any purposes whatsoever. The Company shall have no right to and shall not control the manner or prescribe the method by which the services are performed by Consultant hereunder.

2. **Duties.** Consultant agrees to perform the following duties for Company:

[List duties – A., B., C., etc.]

3. **Compensation.** In consideration of the services to be rendered hereunder by Consultant, Company shall compensate Consultant as follows:

A. Company shall pay to Consultant the sum of \$_____ per month, payable on the ____ of each month, beginning _____, 2000. **[insert other compensation as applicable, e.g.,** Upon execution hereof Consultant shall receive _____ shares of common stock in the Company. Additionally, Company shall enroll Consultant as a participant in its stock warrant program as approved by Company's Board of Directors. Pursuant thereto Consultant may earn an additional _____ warrants for common stock in the Company.]

4. **Term of Agreement; Breach.** This Agreement shall continue for a period of _____ (__) years and shall renew automatically for successive ____ (__) year terms unless terminated by either party forwarding written notice of termination no earlier than _____ (__) days prior to the end of any existing term. In the event of a breach of this Agreement by Consultant wherein Consultant provides services to a competitor of Company or another internet-related business during the term hereof, it is agreed by Consultant that Company will suffer damages by reason thereof. As a result of such damages, Company may at its option declare Consultant's vested stock warrants void and all rights granted pursuant thereto terminated. This action, if taken by Company is a remedy for damages suffered, and not a penalty to Consultant. Company reserves all other rights in case of a breach of this Agreement by Consultant and such remedy shall not be deemed Company's exclusive remedy. Additionally, in the event of a breach of this Agreement by Consultant, Company has the right to immediately terminate this Agreement.

5. **Entire Agreement.** The terms of this Agreement are intended by the parties to be the final expression of their agreement with respect to the hiring of Consultant by the Company and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

6. **Amendments; Waivers.** This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by Consultant and by a duly authorized officer of the Company. By an instrument in writing similarly executed, either party may waive compliance by the other party with any provision of this Agreement that such other party was or is obligated to comply with or perform, provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof of the exercise of

any other right, remedy, or power provided herein or by law or in equity.

7. **Severability; Enforcement.** If any provision of this Agreement, or the application thereof to any person, place, or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

8. **Arbitration; Attorneys' Fees.** Any claim or controversy arising out of or relating to this Agreement will be determined and settled by Arbitration in Los Angeles County, California according to the Arbitration Statutes applicable for that locality at that time. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover their reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

9. **Governing Law.** The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of California as if it was entered into by California residents to be performed entirely within California. Venue shall be in Los Angeles, California.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Consultant

Dated: _____

Company

Dated: _____

By:
