



CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this **XXth day of XXXX, 20XX**, by and between CECON.com LLC, hereinafter referred to as "CECON" and **YYYYYY**, hereinafter referred to as "Consultant."

It is the intent of this Agreement that CECON will maintain a list of consultants in various fields and localities who will be available to serve CECON and its Clients on specific projects as the need arises. Specific terms and conditions follow:

1. This is a non-exclusive Agreement. Consultant is free to engage in other independent activity. CECON does not guarantee any minimum level of activity for Consultant.
2. Consultant information may be kept on file by CECON at no charge. Consultant will serve as an independent subcontractor, not an employee, and agrees to be responsible for all Federal, State and Local tax consequences of his/her independent contractor status including all appropriate filings pertaining thereto and all commercial general liability insurance, auto insurance, worker's compensation and any other insurance as required for a project.
3. Consultant affirms that all personal professional credentials (i.e. education, awards, professional certifications, patents, etc.) represented to CECON and client are accurate and truthful and Consultant authorizes and will cooperate with a verification of professional credentials and a background check as part of engagement with the client.
4. The Consultant is being compensated as an independent consultant and as such is not entitled to participate in any fringe benefit plan or arrangement provided by the Company to its employees in general. Therefore, Consultant shall be responsible for his/her own medical, life, disability, accident, travel, medical evacuation and repatriation insurance coverage, as well as any vacation sick and holiday pay, and any contributions to any retirement arrangements or plans.
5. Financial administration of projects will be handled by CECON. Consultant will not discuss fees with the Client; only CECON will negotiate Client contracts and handle billings and collections. Consultant shall be directed by the Client and CECON shall not interfere with the Client's relationship with the Consultant. Consultant may not bind CECON to any contract or liability. Consultant should discuss with the Client the time required to complete a task or an assignment.
6. CECON will offer such projects to Consultant as deemed appropriate and acceptance of projects by Consultant is voluntary. CECON shall not be held liable for the introduction of the Consultant to the Client, and Consultant shall perform consulting duties on a best efforts basis in a manner that is consistent with the knowledge, skill, and judgment that is ordinarily expected of one with Consultant's background and professional training. When Consultant accepts a project, close communications shall be maintained between the Consultant, Client and CECON regarding project priorities, effort allocation, deliverables, and deadlines. The Consultant shall receive project guidance from the CECON Client. Consultant may begin accruing billable hours on a project only after receiving written approval to commence from the CECON Client Manager.
7. After Consultant accepts a project with CECON, Consultant shall not accept another project, without prior written consent of CECON, with the same Client of CECON for one (1) year after completion of the most recent project, except where: i) Consultant can demonstrate an independent selling effort,



or ii) the project is for a different division of the Client, not related to the CECOM activity, or iii) the project was not the result of a direct referral from personnel associated with a previous CECOM project.

8. Fees:

- a) The Consultant's fees for services to a Client will be negotiated between CECOM and the Consultant.
- b) Consultant's fee will be paid upon receipt of payment from CECOM's client. Consultant agrees that receipt of payment from CECOM's client is a condition precedent to CECOM's obligation to remit payment to the Consultant; and
- c) Consultant will be reimbursed at cost by Client through CECOM for necessary and reasonable out of pocket expenses. Expense items in excess of \$25.00 require receipts.

9. Consultant is responsible for providing all transportation, tools and equipment, and office space except to the extent such needs are provided by the Client.
10. Should the Client suggested by CECOM offer a position of employment to Consultant and for a period of one (1) year following completion of the Client engagement, both Client and Consultant must inform CECOM. A fee from this conversion will be due from the Client to CECOM.
11. Consultant is encouraged to engage in promotional work for CECOM. A Client finder's fee of 10% of the project consulting revenue will be paid for any project brought to CECOM by Consultant, limited to a \$10,000 finder's fee. If the Consultant refers CECOM to a new consultant that results in an active project, the referring Consultant will be paid 5% of the new consultant's fees to CECOM, capped at \$2,500. Consultant will not reveal prospective CECOM clients to the referred new consultant or any outside party.
12. Either party, Consultant or CECOM, may terminate this agreement with thirty (30) days advance written notice unless (i) Consultant is in the process of performing services for a Client, in which case Consultant is obligated to complete the services required or (ii) an offer of full-time employment is offered by Client within one (1) year following completion of the engagement.
13. Consultant will follow professional ethical standards in dealing with CECOM and its Clients. Consultant is solely responsible for not violating trade secret obligations, prevailing patent laws and protected patented technology, or previous secrecy agreements in force with third parties. Consultant may be asked to sign and be bound by secrecy agreements with the Client.
14. During the term of this agreement and for five (5) years following termination of this agreement, Consultant shall not at any time communicate, divulge or disclose for use by Consultant or any other person, firm, corporation or other entity whatsoever, any: (i) information or knowledge which is in the nature of a trade or business secret of CECOM or Client; (ii) any information designated "confidential" for any reason by CECOM or Client; or (iii) any other information or knowledge, known, disclosed or otherwise obtained by Consultant or his/her employees, officers or agents, from CECOM or Client, which information or knowledge is not generally known. Consultant agrees that injunctive relief is an appropriate remedy for any breach or threatened breach of this Agreement in addition to any other remedy provided at law or in equity.
15. The Consultant agrees to defend, indemnify and hold harmless CECOM from any claim or legal



action arising from the negligence, malfeasance or malpractice of the Consultant. Consultant is wholly responsible for payment of all attorney fees, costs and damages.

- 16. This Agreement contains the entire agreement of the parties hereto and supersedes any other agreement, oral or written, and it may be executed by electronic means as well as facsimile and original signatures, all of which shall be binding upon the executing party.
- 17. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. In the event of any disputes between the parties listed in this contract concerning the interpretation of any provision of this agreement or the performance of any of the terms of this Agreement, such matter or matters in dispute shall be finally settled the by Better Business Bureau, New Castle, Delaware.

Signature page - CECON Consultant Agreement

Consultant

CECON LLC

By: _____
CONSULTANT

By: _____
CECON

Printed Name

Date

Date