

CONSULTING AGREEMENT

_____ (hereinafter called "Client"), and Adhoc Information, LLC (hereinafter called "Consultant") hereby agree to enter into a Consulting Agreement under the following Terms and Conditions:

1. Client agrees to engage the services of Consultant in the capacity of Consultant for Client in Client's Fields of Interest set forth in Appendix A, which is a part of this Agreement. Consultant agrees to act as Consultant and to discharge the responsibilities of such position. Client agrees to designate, upon reasonable advance notice to Consultant, the days that Consultant's services shall be needed. There is no obligation for Client to engage the services of Consultant for any minimum number of days during the term of this Agreement. Consultant agrees to make reasonable efforts to perform services on the days requested by Client, but his inability to do so shall not be deemed to be a breach of this contract.
2. The financial consideration is set forth in Appendix B, which is part of this Agreement.
3. In the event Consultant shall die or become unable to perform such consultation with Client, then this Agreement shall terminate at the end of the contract month in which such inability occurs.
4. Consultant agrees that he shall treat as confidential and, during the term of this Agreement and thereafter, shall not divulge to any third party, without the written consent of Client, any technical information disclosed or transmitted to him by Client or any of Client's representatives, or investigated or conceived by him in connection with the consulting work performed by him hereunder. The term "technical information" shall include any data or information in which Client has proprietary right therein, such proprietary right covering, by way of illustration and not by way of limitation, data on patents, copyrights and trade secrets, inventions (whether or not patentable), designs, drawings, specifications, processes, formulae, and all the accumulated experience, technical data, manufacturing, and other information relating to Client's conduct or operation of business in Client's Fields of Interest, except that such term shall not include:
 - (a) Information which was in Consultant's possession prior to the date of its disclosure to Consultant by Client;
 - (b) Information which is or becomes part of the Public Domain through no fault of Consultant; or
 - (c) Information which is legally disclosed to Consultant by a third party who has a lawful right to make such disclosure without accounting to Client;

- but in any case Consultant shall not, during the term of this Agreement or thereafter, disclose to any third party, any identity or correlation between Client's technical information and any information described in Paragraphs (a), (b), or (c) above.
5. All inventions and improvements involving Client's Fields of Interest which are conceived or made by Consultant while he is engaged in the performance of Consultant's services for Client, or which were conceived during the term of this Agreement, and for a term of twelve (12) months thereafter, as a result of work performed by him for Client, or which were based upon technical information provided to him by Client, and which is to be treated as confidential pursuant to the provisions of Paragraph "4" above, shall be assigned by Consultant to Client without any further consideration than is provided for in this Agreement.
 6. Consultant agrees to notify Client promptly of any invention or improvement, and to cooperate and render reasonable assistance to Client in obtaining U.S. or foreign patents covering any such inventions or improvements. Client will reimburse Consultant at his regular rate as set forth above for the time spent at Client's request in rendering such assistance.
 7. During the term of this Agreement and thereafter, Consultant agrees to submit to Client, before publication or oral presentation, the text of any proposed publication or oral presentation covering, in whole or in part, any subject matter as hereinafter defined, and Consultant agrees to eliminate therefrom, any statement to which Client shall object, the subject matter of such publication or lecture encompassing:
 - (a) Technical information deemed to be confidential as set forth in Paragraph 4 above, and
 - (b) Discoveries, inventions, or improvements as set out in Paragraph 5 above.
 8. It is mutually agreed that nothing herein shall be construed to create the relationship of employee and employer but that said Consultant is and shall be deemed to be an independent contractor.
 9. Client acknowledges that Consultant provides services to other entities and is not required to work exclusively for Client.

10. Any and all notices required or provided for herein shall be in writing by United States registered mail, postage prepaid, addressed to the respective parties as hereinafter set forth:

Consultant: Adhoc Information, LLC
440 County Road 466
P. O. Box 1730
Grand Lake, Colorado 80447-1730

Client: _____

The above addresses may be changed at any time hereafter by the giving of written notice.

11. The term of this Agreement shall be from _____, and shall extend to _____, unless terminated as follows:
- (a) Thirty (30) days written notice be either party to the other at any time during the term of the Agreement; or
 - (b) By the occurrence of the events provided in Paragraph 3.

Upon termination of this Agreement, all of the obligations of the parties hereto shall cease, except the obligation provided for in Paragraphs 4, 5, 6, 7 and 13 hereof, and except Client's obligation to make payment provided for in Appendix B hereof.

12. This Agreement is not assignable by the Consultant and is not assignable by Client, except to a subsidiary of Client, and shall be governed and construed by the laws of the State of Colorado.
13. Consultant assumes the entire responsibility and liability and will indemnify and hold Client harmless, its agents, servants and employees, from and against any and all losses, expenses, demands and claims of whatsoever character that may be claimed or asserted, or suit brought, against Client, its agents, servants and employees by any person, firm or corporation, on account of any actual or alleged:
- (a) illness, bodily injury, or death occurring to any person whomsoever (including both parties and their respective officers, agents and employees); or

- (b) loss of or damage to property (regardless of ownership and including Client's property in Consultant's or subcontractor's care, custody or control) arising out of or resulting from the activities of Consultant in the performance of the work in accordance with this Agreement.

Consultant further agrees to indemnify, protect and defend Client against any claim asserted or suit brought against Client by virtue of the action of Consultant as here before set forth and pay judgment rendered in any such action(s); provided, however, that Client shall have the right, if it so elects, to participate at its own expense in the defense of any such claim or suit, but participation shall not operate to affect Consultant's liability and obligations hereunder.

ACCEPTED AND AGREED TO:

Client:

BY _____

TITLE _____

DATE _____

Consultant:

BY _____

TITLE _____

DATE _____

APPENDIX A

CLIENT'S FIELDS OF INTEREST

The term "Client's Fields of Interest" covers the areas of: _____

and other technology or business-related topics for which Consultant is requested to provide consulting or literature and patent searching services on Client's behalf.

APPENDIX B

1. Client agrees to pay to Consultant, for services as a Consultant during the term of this Agreement, as provided in Paragraph 2, ninety dollars (\$90) per hour.
2. Client will also reimburse Consultant for out-of-pocket expenses incurred while performing work under this contract, such as: long distance phone charges, express mailing charges, charges for database services billed to Consultant rather than to Client ID's referenced in Paragraph 5 below, and preapproved expenses for travel outside the Grand Lake, Colorado, area. Consultant shall maintain complete and accurate records of information searches performed, including billable hours and expenses.
3. Payment for services as Consultant shall be made by Client within thirty (30) days after receipt of Consultant's statement, such statement to be furnished by Consultant at the end of each month. Payment for out-of-pocket expenses will also be made upon receipt by Client of Consultant's statement.
4. Consulting services in the form of information searching will be required by Client on a "as-needed" basis. Search requests will be initiated by Client by phone, fax, mail, or e-mail, at which time the details of the search and the delivery date of the completed search report will be mutually agreed upon. A search is completed when Consultant delivers to Client a written response, including relevant bibliographic data or other information gathered from publicly available sources. Consultant may be required occasionally to visit Client's offices to deliver search results, pick up new assignments, utilize onsite information resources or discuss a particular search request in person.
5. Client will provide Consultant with user ID's and passwords for access to database services necessary to perform computer searches. Client will also purchase any computer software that is not already owned by consultant but is required by Client to perform search services. Computer equipment, supplies and library resources available from Client may be used by Consultant as needed in order to complete information searches requested by Client. Consultant is also free, however, to use his own equipment if appropriate.