

Aaron Bare, LLC
CONSULTING ENGAGEMENT AGREEMENT

This **CONSULTING ENGAGEMENT AGREEMENT** (this "Agreement") is made effective as of February __, 2013, by and between _____, a _____ ("Client"), and Aaron Bare, LLC, an Arizona limited liability company ("Consultant").

Consultant has a background in public speaking, workshops, business strategy, and business consulting. Client desires to have services provided by Consultant pursuant to this Agreement. Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES Beginning on date above, Consultant will provide the following services (collectively, the "Services"):

- Deliver public speaking engagement / workshop including but not limited to leadership, disruption, uncertainty and innovative business practices.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

3. ENGAGEMENT PAYMENT. Client will pay an engagement fee to Consultant for the Services in the amount of \$_____.

4. EXPENSE REIMBURSEMENT. Consultant shall be entitled to reimbursement from Client for the following pre-approved (in writing) "out-of-pocket" expenses with appropriate documentation: travel expenses and travel-related meals.

- Airline tickets will be reimbursed for Coach fare.
- Consultant meals will be paid.
- Consultant rental car/taxi's will be covered.
- Consultant stays in 4 star hotels.

5. SUPPORT SERVICES. Client will provide the following support services for the benefit of Consultant: Monthly Report of Activity.

6. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by Consultant of the Services required by this Agreement or 1 year from the effective date of this Agreement.

7. DEPOSIT. 50% of Engagement Fee is required to confirm date. Remaining 50% Payment is due within 30 days after Services Rendered. 5% discount if full payment is received in advance of program.

8. CANCELLATION. If the program is cancelled for any reason more than sixty

(60) days prior to the agreed date, our Policy is to reschedule (within 12 months) for the same fee. Should you be forced to cancel the program sixty days or less before the date of the program the full speaking fee is due and payable by the date of the original program.

9. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

10. DISCLOSURES AND DISCLAIMERS. Client and Consultant each acknowledge the following:

Conflicts Disclosure: Consultant is required to disclose any outside activities or interests that conflict or may conflict with the best interests of Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement. Consultant receives referral fees from many financial institutions and private equity groups.

Consultant is not an Attorney, nor licensed to practice law. Discussions can skirt legal issues and should be interpreted as opinions, or things to consider. If legal advice is desired, consult an Attorney.

Consultant is not a CPA, nor a Tax Professional. Discussions can and do involve accounting and presentation of financial results and projections. When Tax advice is requested, contact a CPA or Tax professional.

Consultant is not an employee of any banking or financial institution. Therefore consultant cannot speak for any particular institution. Financial institutions regularly change their policies and procedures. Therefore advice should be considered as a general methodology.

Client maintains control of all decisions and should reject advice that they do not agree with. Client may find that things have changed after they enter a relationship with a bank, or other business concerns. Consultant cannot control future events, therefore cannot be responsible for long-term outcomes of business or financing strategies.

11. EMPLOYEES. Consultant's agents, contractors, affiliates, officers, owners, and employees, if any, whom perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.

10. CONFIDENTIALITY. In connection with said Project, Client may disclose to Consultant certain confidential and proprietary technical and business information which Client desires Consultant to treat as confidential.

- a. *“Confidential Information”* means any information disclosed by Client to Consultant, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation, (a) the identity of Client's business contacts, vendors, employees, agents, independent contractors, investors, potential investors, customers, prospective customers, and others with whom Client has a business relationship; (b) the needs, preferences or requests of Client's customers, prospective customers, suppliers of goods or services, and others with whom Client has a business relationship; (c) pricing, product, service and marketing information; (d) ideas, methods, software, research, inventions, processes, designs, drawings, engineering information, hardware configuration information, and proprietary technology information; (e) financial information; (f) special processes, policies and procedures of Client; (g) customer, prospective customer and contact lists and databases; (h) manuals, contracts and fee arrangements; (i) correspondence with customers, prospective customers, suppliers of goods or services, and others with whom Client has a business relationship; (j) company and customer profiles; (k) trade secrets and methods of operation; (l) business projections and/or business plans; and (m) any other information which Consultant has reason to believe Client would not want disclosed to the public or to a third party, or tending to give Client a commercial advantage. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Client; (ii) becomes publicly known and made generally available after disclosure by Client to Consultant through no action or inaction of Consultant; (iii) is already in the possession of Consultant at the time of disclosure by Client as shown by Consultant's files and records immediately prior to the time of disclosure; (iv) is obtained by Consultant from a third party without a breach of such third party's obligations of confidentiality; or (v) is required by law to be disclosed by Consultant, provided that Consultant shall give Client written notice of such requirement prior to disclosure so that Client may seek a protective order or other appropriate relief.
- b. **Non-Disclosure of Confidential Information.** Consultant agrees not to use any Confidential Information of Client for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Consultant agrees not to disclose any Confidential Information of Client to third parties or to Consultant's employees, officers, directors, agents, advisors, lenders, accountants and attorneys (collectively “Agents”), except to those Agents of Consultant who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Consultant shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Confidential Information and which are provided to Consultant hereunder. To the extent Consultant breaches this Agreement by using Client's Confidential Information in a non-permissible way, any inventions, improvements, or other intellectual property resulting from such non-

permissible use will be the property of Client. Consultant will and does hereby automatically assign, grant and convey to Client any and all rights, title and interest in such new intellectual property, at the time of creation of any such work, without a requirement of further consideration, and regardless of any right, title or interest Consultant may have in any such work. Consultant further agrees that upon request, Consultant will execute a written assignment of such new intellectual property to Client.

- c. **Maintenance of Confidentiality.** Consultant agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of Client. Without limiting the foregoing, Consultant shall take at least those measures that it takes to protect its own most highly confidential information (which shall not be less than measures requiring strict confidence) and shall ensure that its Agents who have access to Confidential Information of Client have signed a non-disclosure agreement having provisions at least as restrictive as those in this Agreement, prior to any disclosure of Confidential Information to such Agents. Consultant shall not make any copies of the Confidential Information of Client unless Client approves the same previously in writing. Consultant shall reproduce Client's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

13. INTELLECTUAL PROPERTY. Consultant acknowledges that Client shall be the sole owner of any and all Intellectual Property (as defined below) embodied in, represented by, and/or related to the Project, and all accompanying documents or materials, as well as any modifications, designs, derivative works, changes, enhancements, improvements, conversions, copies, print-outs, or translations thereof, whether made by Client, Consultant, or any third party (all preceding items are collectively referred to as "Client Property"). Client does not assign, transfer, convey or grant to the Consultant or any third party, and nothing in this Agreement shall be interpreted or construed that Client assigns, transfers, conveys or grants to the Consultant or any third party, expressly or implicitly, all or any part of the Client Property or any Intellectual Property therein.

- a. "*Intellectual Property*" means, wherever existing, (a) all inventions and improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets, Confidential

Information, (f) all domain names, URLs or Internet websites, (g) all other proprietary rights, and (h) all copies, translations and tangible embodiments thereof (in whatever form or medium).

- b. **Assignment of Inventions.** Consultant will promptly disclose to Client all inventions, discoveries, improvements, developments, and innovations (the "Inventions") whether patentable or not, conceived in whole or in part by Consultant which relate to the Client Property or the Project. Consultant agrees to assign and hereby assigns to Client, its successors and assigns, all right, title, and interest in and to any such Inventions, including the right to sue for past infringement, and will execute, acknowledge, and deliver such documents as are necessary to obtain patents in any country and to assist, at Client's expense, in the defense and prosecution of any such patents during the term of Consultant's business relationship with Client or thereafter.
- c. **Assignment of Copyrights.** Consultant acknowledges that a work-made-for-hire relationship exists between Client and Consultant. However, to the extent that doctrine may not be applicable or effective to assign all copyrights created by Consultant in connection with the Project, Consultant hereby assigns, transfers, and conveys unto Client, its successors and assigns, all right, title, and interest in and to the copyright in any designs, derivative works, documentation, or other materials and creative works designed, developed, or authored by Consultant, individually or with other employees or consultants of Consultant or Client, in connection with Client Property or the Project, and Consultant hereby transfers and conveys to Client the right to recover for past and future infringement of the copyrights assigned herein. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
- d. **No License.** Nothing in this Agreement is intended to grant any rights to Consultant under any patent, copyright, trade secret or other intellectual property right of Client, nor shall this Agreement grant Consultant any rights in or to Client's Confidential Information except as expressly set forth herein.

14. RETURN OF RECORDS. Upon termination of this Agreement, Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by Client to Consultant, and all copies thereof which are in the possession of Consultant, shall be and remain the property of Client and shall be promptly returned to Client upon Client's written request.

15. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to Client:

Attn: _____

If to Consultant:

Aaron Bare, LLC
Attn: Aaron D. Bare
5450 E Deer Valley Dr. 4219
Phoenix, AZ 85054

Such address may be changed from time-to-time by either party, providing written notice to the other in the manner set forth above.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement regarding the business terms of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

17. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

18. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. APPLICABLE LAW. The parties agree that this Agreement, and the interpretation and enforcement of the same, will be governed by and enforced under the laws of the State of Arizona, exclusive of conflicts of laws principles, and to the maximum extent practicable, jurisdiction and venue in any dispute relating to the subject matter hereof will be in Phoenix, Arizona. The prevailing party in any such dispute will be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses related to such dispute.

Party receiving services:

Party providing services:
Aaron Bare, LLC

By: _____

By: _____
Aaron Bare, Consultant