

# CONSULTING AGREEMENT



This Consulting Agreement is being entered into by \_\_\_\_\_ authorized representative for the \_\_\_\_\_ ("Client") and the Tom Heinrich authorized representative for the TCH Consulting Group, Inc. ("Consultant") on this \_\_\_\_ day of \_\_\_\_\_ 2013.

WHEREAS, Client requires certain consulting services provided by Consultant; and Consultant has the knowledge and skills to provide services and support as requested by Client.

NOW in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Commencing on the Date shown above, Client hereby retains the Consultant to provide it and/or its affiliated companies with services as set forth on Exhibit A (the "Assignment").

**Deliverable.** Consultant agrees to perform the Assignment with skill and competency, Consultant agrees to furnish and supply all services, equipment, supplies, and materials necessary to complete the performance of the Assignment. Consultant's services shall be performed expeditiously and within the timeframe as directed by the Client and agreed mutually acceptable by the consultant. Time is of the essence.

**Termination.** Either party may terminate this Agreement at any time by written notice to the other and such termination shall be immediately effective after notice is verified received by the other party.

**Compensation.** In consideration of the performance of Assignments, HPA shall pay Consultant the fee set forth on Exhibit A. Such amount shall represent Consultant's full compensation for performing the Assignment.

Terms of payment are:  due and payable upon delivery of work or  net thirty days.

**Conflict of Interest.** By signing this Agreement, the Client and Consultant shall each have represented and warranted that Client and Consultant have reviewed the Assignment(s) to be performed in connection with this Agreement and in good faith has concluded that the performance the Assignment does not create a conflict of interest with respect to both Client and Consultant in respect to: (1) consulting or other services being performed by Consultant for any other client or (2) any business conducted by Consultant, Principal or their respective affiliates.

Client and Consultant shall comply with all applicable federal, state, and local laws, ordinances and codes and all lawful orders, rules, and regulations.

**Hold Harmless.** Client and Consultant shall indemnify, save harmless and defend each other from any claim, action, loss, damage, liability or expense, including without limitation reasonable attorney's fees, arising directly or indirectly (i) for or in connection with the Assignment.

**Independent Contractor Relationship.** In performing the Assignment hereunder, Consultant shall be an independent contractor, and none of Consultant, nor any employee of Consultant shall have the authority to bind or commit Client or any of its subsidiaries or affiliates in any manner whatsoever without the prior written consent of a duly authorized officer of Client. Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or

employment relationship. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state, or any other employee payroll taxes.

**Confidentiality.** During the term of this Agreement and until the termination of this Agreement, Consultant and Principal each agrees to hold in confidence all Confidential Information with respect to the business of Client and its subsidiaries, affiliates and clients and not to disclose, publish or make use of the same other than in connection with performing the Assignments without the prior written consent of Client unless and until such Confidential Information shall have become publicly available and generally known through no act or omission of Consultant or Principal.

All Confidential Information and any physical documents supplied by the Client shall be returned to HPA on request. For purposes hereof the term Confidential Information includes only proprietary financial data, compilations, and other documents of or concerning specific business unique to Client and or its subsidiaries.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and any successor to the business of HPA, and the Consultant or Principal. Neither this Agreement nor any rights hereunder may be assigned, pledged, or encumbered by either party named.

**Modifications** Except with respect to the Confidentiality Agreement between the parties, this Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements between them concerning such subject matter and may not be modified unless such modification is agreed to in writing and signed by Consultant and Client. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly or referred to in this Agreement.

**Governing Law** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Florida. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Florida, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Florida, such personal jurisdiction shall be nonexclusive.

**Severability** If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

In Witness Whereof, the parties have executed this Agreement as of the date and year first written above.

**CLIENT**

\_\_\_\_\_  
By:

**CONSULTANT**

\_\_\_\_\_  
Tom Heinrich  
TCH Consulting Group, Inc.

**Exhibit A.**  
The Assignment

SCOPE:

DELIVERABLES:

ADDITIONAL TERMS:

DO NOT COPY