

# **|CONSULTING AGREEMENT**

Dated as of \_\_\_\_\_, \_\_\_\_

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AGREEMENT made as of this \_\_\_<sup>th</sup> day of \_\_\_\_\_, \_\_\_\_\_ (the "Agreement"), between BID Fund Management LLC, an Illinois limited liability company (the "Consultant") and \_\_\_\_\_ (the "Company").

WHEREAS, the Company desires to engage the services of the Consultant to perform for the Company consulting services as an independent contractor and not as an employee; and

WHEREAS, the Consultant desires to consult with the Board of Directors, the officers of the Company, and the administrative staff, and to undertake for the Company consultation as to the direction of certain functions in said management of;

NOW, THEREFORE, it is agreed as follows:

1. Term. The respective duties and obligations of the contracting parties shall be for a period of commencing on the date hereof and may be terminated by either party at any time with written notice to the other party at the addresses stated below or at an address chosen subsequent to the execution of this agreement and duly communicated to the party giving notice; provided, however, that the confidentiality provisions listed below will remain effective.

2. Consultations. The Consultant shall be available to consult with the Board of Directors, the officers of the Company, and the administrative staff, at reasonable times, concerning matters pertaining to the organization of the administrative staff, the policies of the Company, the relationship of the Company with its employees or with other parties, and, in general, the important problems of concern in the business affairs of the Company. The Consultant shall not represent the Company, its Board of Directors, its officers or any other members of the Company in any transactions or communications nor shall the Consultant make claim to do so. The Consultant shall retain rights to any intellectual capital (but not Confidential Information, as defined below) derived from such consultations.

3. Liability. With regard to the services to be performed by the Consultant pursuant to the terms of this agreement, the Consultant shall not be liable to the Company, or to anyone who may claim any right due to any relationship with the Company, for any acts or omissions in the performance of services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts or omissions of the Consultant are due to willful misconduct or gross negligence. The Company shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to the Company pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Consultant and the Consultant is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

4. Confidentiality. The Consultant shall hold information that is not publicly available or proprietary to the Company (the "Confidential Information") in confidence, shall not use the Confidential Information other than for the purposes of its business with the Company, and shall disclose it only to its officers, directors, or employees with a specific need to know. The Consultant will not disclose, publish or otherwise reveal any of the Confidential Information received from the Company to any other party whatsoever except with the specific prior written authorization of the Company. Nothing herein shall require the Company to disclose any Confidential Information to the Consultant. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media.

Upon the request of the Company, the Consultant shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At the Consultant's option, any documents or other media developed by the Consultant containing Confidential Information may be destroyed by the Consultant. The Consultant shall provide a written certificate to the Company regarding such destruction.

The obligations of the Consultant not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against the Consultant, nor by the rejection of any agreement between the Company and the Consultant.

The Consultant shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this provision by the Consultant; is rightfully received by the Consultant without obligation of confidentiality; or is developed by the Consultant without breach of this provision.

5. Compensation. The Consultant shall receive monthly from the Company for the performance of the services to be rendered to the Company pursuant to the terms of the agreement \$\_\_\_\_. In addition, the Company shall reimburse the Consultant for any reasonable out of pocket expenses incurred by the Consultant pursuant to the terms of this agreement provided, however, that the Consultant obtains prior approval for any expenses in excess of \$\_\_\_\_. The Consultant shall submit itemized statements of expenses incurred during any particular month by the fifth (5th) day of the next succeeding month. The amount shall be paid to the Consultant by the fifteenth (15th) day of that month.

6. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Cook County, State of Illinois. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on this \_\_\_<sup>th</sup> day of \_\_\_\_\_,\_\_\_\_\_.

\_\_\_\_\_

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

\_\_\_\_\_

BID Fund Management LLC  
By: Steven C. Patrick  
Title: President