

SOCIAL MEDIA CONSULTING AGREEMENT

Enterprise Social Media Strategy Consulting Agreement

This Consulting Agreement (the "Agreement") is made and entered into as of _____, by and between _____, an _____ corporation (the "Company"), and _____ the ("Consultants").

WHEREAS, the Company desires to retain the services of the Consultants as an independent contractor to perform consulting services for the Company and the Consultants is willing to make the Consultants services available to the Company.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultants agree as follows:

1. Engagement. The Company hereby engages the Consultants and the Consultants hereby accepts engagement as a Consultant to the Company subject to the terms and conditions contained in this Agreement. The Consultants will for all purposes be deemed an independent contractor and will not be deemed an agent or employee of the Company. The Consultants and the Company do not intend to create a joint venture, partnership or other relationships, which might impose a fiduciary obligation on the Consultants or the Company in the performance of this Agreement. The Consultants acknowledge and agree that the Consultants are obligated to report as income all compensation received by the Consultants pursuant to this Agreement and the Consultants agrees to and acknowledges the obligation to pay all self-employment and other taxes thereon.

2. Consultants Duties. Throughout the term of this Agreement, the Consultants will use the Consultants best efforts and due diligence to perform for the Company various social media consultation tasks outlined in the Enterprise Social Media Strategy proposal. These tasks include, but are not limited to, assisting with the development of a social media strategy, coaching on best practices for leveraging social media technologies, and the development of tools and resources to measure success in using social media tools. The Consultants shall set their own general hours of work and shall provide their own workspace, office equipment and computer equipment to perform their services hereunder, the Company being interested only in Consultants timely and full completion of tasks assigned. The Consultants may engage in other consulting work during the term of this Agreement without the prior written consent of the Company, provided that (a) such work does not cause the Consultants to be in violation of any terms of this Agreement; and, (b) such work does not delay or hinder the work to be performed under this Agreement.

3. Term and Termination. This Agreement will commence on the date first written above and will continue for 90 days or termination as provided herein. The Company may terminate this Agreement at any time for any reason or no reason, with or without cause. The Consultants may terminate this Agreement, provided there are no outstanding projects, upon giving prior written notice to the Company specifying a termination date no sooner than _____ days after such notice is delivered to the Company. Any such notice will be addressed to the Company at the address shown below or such other address as the Company may notify the Consultants and will be deemed given upon delivery if personally delivered, or _____ after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. Upon such termination, the Consultants obligation to provide the services will cease and the Company will pay, within _____ days of the effective date of termination, all amounts owing to Consultants for unpaid Services and related expenses, if any, in accordance with the provisions of this Agreement.

4. Compensation; Expenses. As compensation for the Services, the Company agrees to pay the Consultants \$_____ total in three monthly payments of \$_____ commencing with the signing of this Agreement. The Company shall pay Consultants within _____ days following the date of each monthly invoice. Consultants will be responsible for all expenses related to the fulfillment of this Agreement; provided, however, the Company will reimburse the Consultants for pre-approved, reasonable travel expenses necessarily incurred and reasonably documented during the term hereof in accordance with the Company's policies, procedures and practices.

5. Reports. The Consultants agree to keep the Company advised as to the Consultants progress in performing the Services hereunder and the Consultants will, as requested by the Company, prepare written reports with respect thereto. The time required to prepare any such written reports will be considered time devoted to the performance of the Consultants Services.

6. Conflicting Obligations. The Consultants certify that the Consultants have no outstanding agreement or obligation that conflict with any of the provisions of this Agreement. The Consultants will not enter into any agreements or obligations that would conflict with any of the provisions of this Agreement or that would preclude the Consultants from complying with the provisions hereof. In view of the Consultants access to the Company's Confidential Information, the Consultants further agrees that the Consultants will not, without Company's prior written consent, design, write, develop or otherwise create, directly or indirectly, any software or computer code that is similar in any way to that provided, developed, modified or otherwise tested and maintained under this Agreement for any third party during the term of this Agreement and for a period of _____ years after the termination of this Agreement. Except as specifically authorized by the Company, the Consultants will not for _____ years after the termination of this Agreement: (i) request or advise any supplier, customer or other person, firm,

partnership, association, corporation or business organization, entity or enterprise having business dealings with the Company or any subsidiary or affiliate of the Company to withdraw, curtail or cancel such business dealings; or (ii) induce or attempt to influence any employee or Consultants of the Company or any subsidiary or affiliate of the Company to terminate his or her employment or consulting relationship with the Company or such subsidiary or affiliate.

7. Assignment. Neither this Agreement nor any right or obligation hereunder or interest herein may be assigned, transferred or delegated by the Consultants without the prior written consent of the Company.

8. Arbitration and Equitable Relief. The parties will attempt to promptly resolve any dispute or controversy arising out of or relating to the formation, performance or termination of this Agreement; provided, however, if the parties are unable to reach a settlement amicably, such dispute will be submitted to binding arbitration before a single arbitrator to be held in _____, in accordance with the rules then in effect of the American Arbitration Association. Any negotiations pursuant to this paragraph 8 are confidential and will be treated as compromise and settlement negotiations for all purposes. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The Company and the Consultants shall each pay one-half (½) of the costs and expenses of such arbitration, and each shall separately pay its respective attorneys' fees and related expenses. This arbitration provision shall be binding on all employees, agents, contractors, investors, suppliers, vendors, assigns, purchasers, and clients of the Company and the Consultants. Notwithstanding the foregoing, the Company may pursue any remedies at law or in equity in the event the Consultants fails to fully perform all of the covenants and agreements herein. In the event the Company seeks injunctive relief or specific performance, the Consultants agree that no bond or other security will be required in obtaining such equitable relief and the Consultants hereby consents to the issuance of an injunction and to the ordering of specific performance.

9. Governing Law. This Agreement will be governed, construed and controlled by the laws of the State of _____, and the Federal Arbitration Act, the latter to control in case of conflict. Both parties consent to the jurisdiction of the state and federal courts sitting in the State of _____ and agree that the venue for any action brought under this Agreement will be the District Court of _____, or the United States District Court for the _____.

10. Severability. If any provision of this Agreement is held invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provision will be deemed modified to the extent necessary to render the same valid or not applicable to given circumstances or excised from this Agreement, as the situation may require, and this Agreement will be construed and enforced as if such provision had been included herein as so modified in scope or application or had not been included herein, as the case may be. Although the Consultants

agree that the restrictions on the Consultants activities in this Agreement are reasonable, given the nature and scope of the Company's business and the services of the Consultants engagement, the Consultants and the Company agree that in lieu of declaring the restrictions void, a court of competent jurisdiction will be requested by both parties to modify the restrictions to bring any of the restrictions within the "rule of reason" applicable to covenants not to compete, to the extent necessary under applicable law and to protect the legitimate interest of both the Company and the Consultants. The Consultants and the Company both expressly agree that (a) this Agreement is for the protection of the Confidential Information, assets, trade secrets, business practices and plans of the Company and that this Agreement is not to be construed as a restraint of trade; (b) this Agreement is not in violation of _____ or similar statutes; and, the terms and conditions of this Agreement may be specifically enforced.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements between them with respect to the subject matter hereof.

12. Notices. Any notices required or made necessary by this Agreement shall be in writing and delivered by email, certified mail, or overnight courier to the below addresses.

13. Confidentiality. "Confidential Information" means information in any form, not generally known to the public, disclosed to or acquired by the Consultants directly or indirectly from the Company or any clients, customers, business partners or affiliates of the Company during the term hereof, including, without limitation:

- (i) information relating to the research, developments, systems, operations, clients, customers, and business activities and business plans and planning of the Company;
- (ii) information received from any clients, customers, business partners or Affiliates of the Company;
- (iii) information specifically designated by the Company as confidential; and,
- (iv) information relating to the Company's products, including software products, and all computer code relating to such products, and specifically to include all computer code disclosed to or developed by the Consultants during the term hereof;

The Consultants agree not, at any time, to disclose any Confidential Information to any person not an employee or recognized Consultants of the Company, nor will the Consultants use Confidential Information for any purpose other than as required to perform his services hereunder. Further, the Consultants agrees not, at any time, or in any way, to take or reproduce Confidential Information unless required by the Company for the Consultants to perform services hereunder. The Consultants will, upon the termination hereof, return to the Company all Confidential Information in his possession or under his control whether such Confidential Information.

14. Work Made for Hire. The Consultants hereby acknowledge and agree that all original works of authorship, inventions, developments, improvements, or trade secrets, including computer code,

which are or shall be created by the Consultants, solely or jointly with others, during the term of or within the scope of this engagement, whether protectable by copyright or patent, are/shall be “works made for hire” as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall be owned exclusively by the Company. Consultants shall promptly disclose to the Company, shall hold in trust for the sole right and benefit of the Company, and shall assign to the Company all his right, title and interest in and to, such works of authorship, inventions, developments, improvements, or trade secrets, including computer code. The Consultants hereby agree to timely and fully cooperate with the Company, including providing signatures and testimony, to protect such works of authorship, inventions, developments, improvements, or trade secrets, including computer code, under applicable foreign and domestic patent and copyright laws, and from unauthorized use by third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

