

## CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into by and between (the "Client"), an individual, and MORRIS, GOLDMAN, MEYER Corp. (the "Consultant").

Client: Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Consultant: Morris, Goldman, Meyer Corp. Date: \_\_\_\_\_  
4045 Sheridan Ave # 144  
Miami Beach, FL 33140

### RECITALS

WHEREAS, the Client is in need of assistance in the Credit Strategy area; and  
WHEREAS, Consultant has agreed to perform consulting work for the Client in providing Credit Strategy support and consulting services and other related activities as directed by the Client;  
NOW, THEREFORE, the parties hereby agree as follows:

**1. Consultant's Services.** Consultant shall be available and shall provide to the Client professional consulting services in the area of Credit Strategy support ("Consulting services") as requested.

#### **2. Consideration.**

**RATE.** In consideration for the Consulting Services to be performed by Consultant under this Agreement, the Client will pay Consultant the fee of \_\_\_\_\_ for time spent on Consulting Services.

**3. Confidentiality.** In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which the Company or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the Client, which information may be of value to a competitor. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Company personnel or their designees.

**4. Term.** This Agreement shall be limited to 90 days from the date above and shall terminate at the end of 90 day. Either party may terminate this Agreement upon Thirty (30) days prior written notice.

**5. Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party (see above).

#### **6. Miscellaneous.**

- **6.1 Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be

binding unless in writing and signed by both parties.

- **6.2 Binding Effect, Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Client and the Company and to the Company's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Client of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Company.
- **6.3 Governing Law, Severability.** This Agreement shall be governed by the laws of the State of Florida. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

MORRIS, GOLDMAN, MEYER Corp.

By:

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CLIENT (Print Name) \_\_\_\_\_

By:

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Date: \_\_\_\_\_