

Agreement for Professional Consulting Services

WHEREAS, [COMPANY] ("COMPANY"), a Delaware company, may retain the services of [CONTRACTOR NAME] ("Consultant") to consult with COMPANY on various media intelligence matters, solely as an independent contractor.

WHEREAS, subject to the terms and conditions stated in this Agreement for Professional Consulting Services ("Agreement"), from time to time during the term of this Agreement, COMPANY may authorize and request Consultant to render certain professional consulting services ("Services") to COMPANY as may be specified in future Service Work Order(s) ("Order(s)"); and

WHEREAS, when accepted and signed by Consultant, this Agreement ("Agreement") will constitute our agreement and will govern any future Order(s).

NOW, THEREFORE, this Agreement is made effective as of [DATE] ("Effective Date") between COMPANY and Consultant.

Term, Services and Compensation

1. Consultant shall provide Services to COMPANY pursuant to mutually agreed Order(s).
2. This Agreement shall become effective as of the Effective Date, and shall continue until terminated in accord with the provisions of Section 17 of this Agreement.
3. The specific consulting Services and the specific times such Services are to be performed shall be mutually agreed upon by Consultant and a COMPANY designee and be governed by a future Order(s). COMPANY expects Consultant to devote the number of hours as is reasonably necessary to fulfill the purposes and intent of any given Order.

Consultant will be in control of the manner and means of the performance of the Services and Consultant will provide regular reports to COMPANY on a timely basis regarding the specific Services performed and regarding the status of assignments given.

4. Consultant will be paid a fee at a rate specified in the applicable Order(s) for Services.

In addition, COMPANY will pay Consultant an additional amount as reimbursement of the business expenses reasonably incurred by Consultant, and approved in advance by COMPANY, necessary for proper completion of Services.

Consultant agrees to provide COMPANY, in a form acceptable to COMPANY, a written listing of all necessary out-of-pocket business expenses incurred by Consultant in the course of providing

the Services (such as travel expenses, long distance telephone charges, facsimile charges, postage, courier and other communication charges), together with originals or copies of supporting receipts or other documentation.

Consulting fee and expense reimbursement invoices are due to COMPANY on the 15th day of each month. **Each invoice shall contain a description of the project that Consultant is undertaking pursuant to each Order along with a brief description of the Services performed, and shall reflect pre-approved expenses incurred during the previous month.** Consulting fees will be paid on or before the last day of the month following the month that Services were performed. For example, the October fee will be paid on or before November 30. Expenses will be paid no later than the 15th day of the month following the month during which expenses were submitted. For example, expenses submitted on the October 15 invoice will be paid no later than November 15.

Any fees or expenses will not be paid to Consultant unless: 1) This Agreement has been signed and returned by Consultant; 2) Any subsequent Order(s) has been signed and returned by Consultant; and 3) the Consultant has submitted the required monthly invoice.

The invoice may be emailed to: [AP EMAIL]

Alternatively, Consultant may mail the invoice to the following address:

[AP ADDRESS]

5. Consultant will keep COMPANY informed from time to time as to the identity of any individual or individuals retained by Consultant who may be performing the Services on Consultant's behalf. Actual direction and control of such employees, agents and independent contractors shall at all times be Consultant's responsibility.

If any employee, agent, or independent contractor of Consultant performs Services in an unsatisfactory manner or otherwise is not acceptable to COMPANY, as determined by COMPANY in its sole discretion, COMPANY will inform Consultant and Consultant shall remove such employee, agent or independent contractor from any and all Services that Consultant is providing to COMPANY.

6. Consultant shall be responsible for all Services provided and further warrants and covenants that all Services shall be performed and completed in a professional, ethical, and competent manner. Consultant agrees to indemnify COMPANY and its client(s) for whom Consultant is providing Services and hold them harmless from any cost or expenses, including attorney fees, resulting from any and all liability or loss arising in any way out of the performance of Services.

7. All services rendered by Consultant under the terms of this Agreement will be rendered in accordance with all applicable laws and regulations. Furthermore, in relation to the Services,

Consultant will appropriately and timely file with governmental entities any and all disclosures and other reports as may be required by any federal, state or local law or regulation.

Confidentiality

8. All information Consultant receives in the course of Consultant's performance of Services is confidential information ("Information"). Information includes all information disclosed in any form, whether written, computerized, oral, or otherwise. Consultant acknowledges that the Information is highly proprietary and confidential to COMPANY and its clients, and that the disclosure of any such Information, beyond Consultant and its employees, agents or independent contractors who in each case are bound by a written agreement requiring the employee, agent or contractor to keep such Information confidential, is strictly prohibited. Consultant agrees that Consultant will not disclose or use any Information, in any form, for any purpose other than to carry out the Services, without the express, written, and prior approval of COMPANY except where disclosure is required by law or court order. Notwithstanding the foregoing, Information does not include information disclosed by COMPANY or its clients that at the time of disclosure is in the public domain.

9. Consultant (and Consultant's employees, agents, or independent contractors) will not, during or after the term of this Agreement, directly or indirectly, use, disseminate, or disclose to any person, firm or other business entity for any purpose whatsoever, any Information that was disclosed by COMPANY or any of its clients to Consultant in relation to the performance of Services.

Consultant will take all necessary and appropriate action to ensure that each employee, agent, or independent contractor of Consultant who provides Services adheres to the confidentiality provisions of this Agreement, and Consultant agrees that Consultant shall be liable for all damages suffered by COMPANY or its clients in the event that any of Consultant's employees, agents, or contractors breach any such provisions.

10. Immediately upon the termination of this Agreement or upon the request of Consultant at any time, Consultant will deliver to COMPANY (without retaining any copies thereof) any and all documents, magnetic tape recordings, computer disks and files, work products, statements or other written information obtained from COMPANY or any of its clients that contain, are based upon, are generated from, or otherwise include any Information, and shall certify in writing to COMPANY that Consultants has done so.

Further, all other documents constituting Information shall be destroyed unless any such documents relate in any way to a legal action or subpoena involving COMPANY or any of its clients, or other legal requirement to maintain certain records. The return and destruction of documents herein shall in no way obviate Consultant's obligations to maintain the confidentiality of the Information.

In furtherance of client confidentiality, Consultant hereby affirms that Consultant has in place, and in force, a Document Retention Policy that is reasonable and appropriate for Consultant's business, that such policy does not violate any applicable statute, regulation, or other law, and that Consultant diligently complies with such policy.

11. Consultant acknowledges that any violation by Consultant of these confidentiality provisions (or any violation by any employee, agent, or independent contractor of Consultant) at any time both during and after the term of this Agreement will produce severe damage and injury to COMPANY and/or its clients.

In the event of the breach, or threatened breach, by Consultant (including any of its employees, agents or contractors) of these confidentiality provisions, COMPANY and/or its clients shall be entitled to injunctive relief, both preliminary and permanent, enjoining and restraining such breach or threatened breach.

These remedies shall be in addition to all other remedies available to COMPANY and its clients in law or in equity, including but not limited to the right to recover from Consultant any and all damages that may be sustained as a result of the breach. If an attorney is retained to enforce these confidentiality provisions, the prevailing party shall be entitled to reasonable attorneys' fees, including any such fees set by the trial or appellate court upon trial or appeal.

[Loyalty, Conflicts, Non-Solicitation and Agreement Not to Compete](#)

12. During the term of this Agreement, Consultant (and Consultant's employees, agents, and independent contractors) may provide services to other parties provided such services do not conflict with and/or are inimical to the interests of COMPANY or the COMPANY client(s) for which Consultant is performing Services, or otherwise interfere with the Services. With respect to any services Consultant may perform for other parties where such work could be reasonably perceived to be in conflict with or inimical to the COMPANY client(s) for which Consultant is performing Services, Consultant will keep COMPANY informed from time to time as to the identity of any such parties to whom Consultant is providing services as well as providing information as to the nature and scope of services Consultant is providing for such parties.

13. Consultant (and Consultant's employees, agents, and independent contractors) shall not at any time during the term of this Agreement, or for a period of 18 months immediately following the termination of this Agreement, for Consultant or for any other person or entity, seek to perform or perform any services for any COMPANY client for whom Consultant performed services during the period this Agreement remains in effect, unless COMPANY has provided to Consultant COMPANY's express written consent for Consultant to perform such services.

Consultant (and Consultant's employees, agents, and independent contractors) shall not at any time during the term of this Agreement, or for a period of 18 months immediately following the termination of this Agreement, directly or indirectly entice, encourage or otherwise solicit

current COMPANY employees or consultants to leave their current employment or consulting engagement with COMPANY to work with or for any other person or entity that is engaged in the same line(s) of business in which COMPANY is engaged.

General Provisions

14. The rights and obligations of Consultant under this Agreement may not be assigned or delegated, in whole or in part, to any other party or parties without the prior express written consent of COMPANY. COMPANY's consent to any such assignment or subcontract shall not relieve Consultant of any liability for the performance of this Agreement or any Order issued thereunder. COMPANY may withhold its consent in its sole and unfettered discretion.

15. In the performance of the Services, Consultant agrees not to use or disclose any trade secrets or other confidential or proprietary information of any previous employer or other third party to whom Consultant owes a duty of confidence. Consultant represents that this Agreement and Consultant's performance of Services will not violate any of the terms or conditions of any agreement by which Consultant is bound or any governmental or court order to which Consultant is subject. If the Company requests Consultant to perform Services that would cause such a violation, Consultant agrees to notify the Company before performing them.

16. To the extent that the work product delivered to COMPANY hereunder includes material subject to copyright, Consultant agrees that the work product is done as a "work for hire" as that term is defined under United States copyright law, and that as a result, COMPANY shall own all copyrights in the work product. To the extent that the work product does not qualify as a work for hire under applicable law, and to the extent that the work product includes material subject to copyright, patent, trade secret, or other proprietary right protection, Consultant hereby assigns to COMPANY, its successors and assigns, all right, title and interest in and to the work product, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). Consultant shall execute and deliver such instruments and take such other action as may be required and requested by COMPANY to carry out the assignment contemplated by this paragraph. Any documents, magnetically or optically encoded media, or other materials created by Consultant pursuant to this Agreement shall be owned by COMPANY and subject to the terms of this paragraph.

17. All rights of the parties under this Agreement shall survive the conclusion or termination of this Agreement.

18. Either party shall have the right to terminate this Agreement, and any and all associated Orders, upon sixty (60) days prior written notice to the other.

Notwithstanding the preceding paragraph, COMPANY shall have the right to terminate this Agreement (or one or more specific Orders) at any time in the event that (a) Consultant fails to perform Consultant's Services with the highest standards of skill and care, (b) Consultant is

otherwise in breach of any of the terms of this Agreement, or (c) upon the termination of any agreement(s) between COMPANY and its client(s) for the Services Consultant is performing under this Agreement and any specific Order(s).

19. If this Agreement and/or any associated Order is terminated for any reason, COMPANY will be obligated to pay Consultant for all Services performed under this Agreement and/or Order through the date of termination, and shall have no further obligation under this Agreement and/or Order thereafter.

20. Consultant shall act as an independent contractor in performing the Services. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of COMPANY or any of its clients, or to be deemed to provide Consultant with the power or authority to act for or on behalf of COMPANY or any of its clients, or to bind COMPANY or any of its clients to any contract, agreement, or arrangement with any other person, except as specifically set forth herein.

Personnel supplied by Consultant will be deemed to be Consultant's employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of COMPANY or any of its clients.

COMPANY or any of its clients will not be responsible for the payment of, or withholding of, federal and state income taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workers compensation insurance, and any other similar personnel costs in connection with the Services performed under this Agreement. Under no circumstances will Consultant or any of Consultant's employees or subcontractors or representatives be entitled to any form of fringe benefit or employee benefit from COMPANY, including, but not limited to, any pension, deferred compensation, 401(k), retirement, disability, health insurance or life insurance benefit or coverage, and Consultant, Consultant's employees, representatives, agents and subcontractors expressly and irrevocably waive any such entitlement.

Consultant agrees to procure from the proper authority all permits and licenses which may be required in Consultant's performance of the Services, and to pay all excise, license, occupation, and other taxes which may become payable to any authority by reason of the Services. Consultant agrees to comply, and shall ensure that Consultant's employees, agents and/or subcontractors comply, with all federal, state, county, and municipal laws, rules, regulations, and ordinances applicable to the performance of the Services.

21. Any dispute or controversy between the parties arising from or relating to this Agreement or any Order(s) issued hereunder shall be settled by binding arbitration to be held in the [CITY], in accordance with the rules of the American Arbitration Association then in effect.

22. This Agreement or any Order(s) issued hereunder shall be governed and construed in accordance with and pursuant to the laws of [STATE].

23. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, such part, term or provision shall be modified to the minimum extent necessary to bring it within the legal requirements , and the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

24. The failure of either party hereto at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any succeeding breach of such provisions, or as a waiver of the provision itself.

25. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

26. Each party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with the review and/or execution of this Agreement, and each party has had the opportunity to have the Agreement reviewed by legal counsel and receive legal advice.

27. If any action is brought to enforce, or to construe or determine the validity of, any term or provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of the action.

28. All notices, requests, demands, and other communications which are required or may be given under this Agreement, except as herein provided, shall be in writing and shall be deemed to have been duly given when received if personally delivered; two (2) days after it is sent if sent by recognized expedited delivery service; and upon receipt, if mailed by certified mail, return receipt requested; or five (5) business days if sent by regular mail. In each case communications shall be sent to the address set forth below the party's name on the signature page hereto.

29. This Agreement supersedes all prior oral or written proposals, communications or other agreements related to the subject matter of this Agreement. This Agreement constitutes the entire understanding between Consultant and COMPANY with regard to the subject matter of this Agreement and no amendment or change shall be binding upon the parties unless in writing and signed by both parties.

The undersigned have executed this Agreement on the dates written below their signatures and to be effective as of the date in paragraph #2 above.

COMPANY

By _____

Printed Name: _____

Date: _____

Consultant

By _____
(signature)

Printed Name: _____

EIN: _____

Date: _____

Mail signed Agreement to the address below. Upon receipt of the signed Agreement and once signed by COMPANY, a fully-signed copy will be returned to Consultant.

Mail signed Agreement to:

[COMPANY ADDRESS]