

Consulting Agreement Template

PARTIES

- This Service Contract Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____ (hereinafter referred to as the “**Consultant**”), and _____, with an address of _____ (hereinafter referred to as the “**Client**”) (collectively referred to as the “**Parties**”).

CONSIDERATION

- The Parties agree that the Consultant will provide the services attached hereunder, whereas the Client will in return provide compensation for such services and expertise.

SERVICE AGREEMENT PERIOD

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will end on _____.
- Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

SERVICES

- The Consultant’s services are summarized down below:

1. _____
2. _____
3. _____
4. _____

5. _____

Intellectual Property Rights

This Intellectual Property Assignment Agreement (the “Agreement”) is entered into _____ (the “Effective Date”) by and between _____ (the “Client”) located at _____ and _____ (the “Consultant”) located at _____, individually referred to as “Party” and collectively as “the Parties.”

The Parties agree to the following:

1. Intellectual Property. The client agrees to assign to the consultant all present and future rights, title, and interest to all intellectual property (“Intellectual Property”) created or discovered during the course of the consultant's work with the client. Intellectual Property includes, but is not limited to, algorithms, code, concepts, developments, designs, discoveries, ideas, formulas, improvements, inventions, processes, software, trademarks, and trade secrets. Intellectual Property also includes the tangible embodiments (e.g. – drawings, notes) of any intangible items.
2. Prior Inventions. Intellectual Property that existed prior to the consultant’s job, for which the client has a right, title, or interest (collectively the “Prior Inventions”) will remain the exclusive property of the client. The Consultant agrees that all Prior Inventions are included in this Section 2. If no Prior Inventions are listed in this Section 2, the Consultant represents that no Prior Inventions exist.

1. Prior Inventions

1. _____
2. _____
3. _____

3. Patent and Copyright Registrations. The Consultant agrees to cooperate with the Client to do whatever is reasonably necessary to obtain the patents and copyrights required to secure the Client's ownership rights in the Intellectual Property. The Consultant will cooperate with the Client during the course of the Consultant's employment with the Client as well as after termination of this Agreement.
4. Term. This Agreement will commence upon the Effective Date as above-stated and will remain in effect until the Consultant is no longer employed by the Client.

Following termination of this Agreement, the Client will have exclusive ownership rights to all of the Consultant's post-employment Intellectual Property that arises from or directly relates to the Consultant's work for the Client.

Return of Data and Documents: Upon termination of this Agreement, the Consultant agrees to immediately return all tangible embodiments of the Intellectual Property, including but not limited to data, drawings, documents, and notes developed during the course of the Consultant's employment. The Consultant will not make copies or attempt to recreate the tangible embodiments.

General

1. Assignment. The Parties may not assign their rights and/or obligations under this Agreement.
2. Choice of Law. This Agreement will be interpreted based on the laws of the State of _____, regardless of any conflict of law issues that may arise. The Parties agree that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the State of _____.
3. Complete Contract. This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties.

4. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
5. Successors and Assigns. This Agreement will be binding upon the Consultant's successors, heirs, and assigns for the benefit of the Client and the Client's successors, heirs, and assigns.
6. Waiver. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

CONFIDENTIALITY

- Consultant acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Consultant in order for Consultant to perform duties under this Agreement. Consultant acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform Services on Client's behalf.
- Proprietary or confidential information includes:
 - The written, printed, graphic, or electronically recorded materials furnished by Client for Consultant to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of; Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas,

know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; Information belonging to customers and suppliers of Client about whom Consultant gained knowledge as a result of Consultant's Services to Client; and Other (if any):

- Upon termination of Consultant's Services to Client, or at Client's request, Consultant shall deliver to Client all materials in Consultant's possession relating to Client's business.
- Consultant acknowledges that any breach or threatened breach of Section 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Section 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law

NON-COMPETITION

This Consulting Agreement is made as of the ____ day of _____, 2006, by and between Colfax Financial Corporation, a Utah corporation, (the "Company") and Flash Motors, Inc. (the "Consultant").

WHEREAS, the Company desires to retain the Consultant, and the Consultant has agreed to provide the services of _____ to serve as the consultant at the office of the Company located at _____, _____, (the "Office") in accordance with the terms hereof:

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Engagement

The Company hereby retains the Consultant as its Consultant, and the Consultant hereby accepts such retention, subject to the terms and conditions contained herein.

2. Term

The term of the Consultant's engagement shall commence on the date hereof and shall continue thereafter for a period of _____ years.

3. Duties

(a) The Consultant shall serve the Company in rendering financial, marketing and management advice for the Company as well as such other related or similar services as may be requested by the Company from time to time.

(b) The Consultant shall serve the Company loyally, faithfully and to the best of the Consultant's abilities and shall devote working time and efforts to the performance of duties hereunder, except as otherwise agreed in writing between the parties. The Consultant shall not during the term hereof engage in any business competitive with the business of the Company.

(c) The Consultant shall not provide any services to another company or individual, directly or indirectly, that the Company has not approved.

(d) The Consultant shall not engage in any business activities that materially interfere with the performance of the Consultant's obligations under this Agreement provided however that nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Consultant and or Harry March in compliance with Consultant's independent professional responsibilities.

(e) Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Consultant in compliance with the Consultant's independent professional responsibilities.

4. Compensation

The Company shall pay to the Consultant a total sum of _____ in consideration for its engagement, to be paid as follows:

(a) _____ payable to Consultant pursuant to the terms of the Promissory Note (attached hereto as Exhibit A); and

(b) _____ payable to Consultant pursuant to the terms of the Promissory Note (attached hereto as Exhibit B).

Non-Solicitation

During the term of your contract, and for a period of _____ year immediately thereafter, You agree not to solicit any employee or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

Modifying the Agreement

- This Agreement may be modified only in writing and signed by both parties

GOVERNING LAW

This Agreement shall be governed under the laws in the State of _____, without giving effect to conflict of laws principles.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

CLIENT

CONSULTANT

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____