

## CONSULTING AGREEMENT

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Marine Lightning Protection, Inc. (the "Consultant"), and \_\_\_\_\_, (the "Client") having principal place of residence or business at (address:)

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### 1 Services of Consultant.

- 1.1 On the terms and subject to the conditions of this Agreement, Client hereby retains Consultant to render such consulting, advisory and related services to the Client and associated with the Project as agreed to by both Client and Consultant.
- 1.2 Consulting services shall be rendered exclusively by Ewen M. Thomson, Ph.D., an employee of Consultant.

### 2 Project

Consultant agrees to perform tasks as described in email communications from Consultant to Client under the terms of the Agreement.:

### 3 Compensation.

In consideration of the services to be rendered by Consultant hereunder, Client agrees to compensate Consultant as follows:

- 3.1 Fees are assessed on the basis of \$125 per hour. This includes informal meetings, report writing, research, email and phone communications, and travel.
- 3.2 Travel expenses are assessed portal-to-portal unless otherwise agreed by mutual consent.
- 3.3 Fees for court room testimony and depositions are assessed on the basis of \$300 per hour.
- 3.4 A retainer of \$500 is required in advance. This is the minimum charge for services. Subsequent charges will be deducted from the retainer until it is depleted. Further amounts will be invoiced to Client.
- 3.5 Payment on invoices is due in full on receipt of invoice or before the Due Date specified on the invoice. Any unpaid bill shall accrue interest at the rate of 1.5% per month if not paid in full 30 days after the later of the date of receipt of the invoice or the Due Date noted on the invoice.
- 3.6 Fees for other activities such as presentations or use of intellectual property will be negotiated in separate agreements.
- 3.7 Termination of this Agreement shall not affect the Client's obligation to pay for services previously performed by Consultant or expenses reasonably incurred by Consultant for which Consultant is entitled to reimbursement hereunder

### 4 Confidentiality and Inventions..

- 4.1 **Obligation of Confidentiality..** During the execution of the Project, any information provided to Client by Consultant shall be regarded as proprietary and shall not be divulged in any form without the express written consent of Consultant. Client agrees at all times to hold all information provided by Consultant in trust and confidence.
- 4.2 **Inventions** Any invention discovery, improvement, process, formula or method which is made or discovered or which comes to the attention of Consultant during the course of or as a result of Consultant's work for the Client hereunder is the sole property of the Consultant.

## 5 Status.

Consultant is retained by Client only for the purposes and to the extent set forth in this Agreement. In performing services for the Client, Consultant is acting as an independent contractor and not as an employee of the Client

## 6 Indemnification.

- 6.1 Client agrees to indemnify and hold harmless Consultant from and against any and all actions, suits, proceedings, claims, demands, losses and expenses, including attorneys' fees, arising out of or relating to any breach by Client of any terms of this Agreement, or arising out of claims by third parties.
- 6.2 In accepting and implementing any recommendation, designs, or interpretations offered by Consultant to the Client, the Client agrees to hold Consultant and Ewen M. Thomson harmless for all damages, including costs and attorney fees (including appellate fees and costs) incurred by Consultant in connection with Consultant's performance of this agreement or the products and services arising therefrom.
- 6.3 Lightning is an unpredictable and dangerous phenomenon. Consultant gives no warranty as to the efficacy or usage of any design, product, device, or procedure resulting from Consultant's performance of the terms of this agreement.

## 7 General Provisions.

(a) This Agreement shall be governed by, and construed in accordance with, the law of the State of Florida, without application of the conflicts of law provisions thereof, venue for any proceeding shall be in Gainesville, Alachua County, Florida; (b) this Agreement constitutes the entire agreement and understanding of parties hereto with respect to the subject matter hereof and supersedes and terminates all prior agreements and undertakings, both written and oral; (c) the rights and obligations of Consultant pursuant to this Agreement shall not be assignable by Consultant; (d) this Agreement shall be binding upon and inure solely to the benefit of the respective successors and assigns of the parties hereto; (e) this Agreement may not be amended or modified except by an instrument in writing signed by the parties hereto or through electronic communications agreed to by both parties; (f) this Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement; (g) The Consultant represents that neither his execution of, nor performance of its obligations under, this Agreement will result in a violation, breach or default under any term or provision of any contract or agreement to which Consultant is a party or by which it is bound or constitute an event which with notice, lapse of time, or both, would result in any such violation, breach or default; (h) In the event of any breach by either party of any of the provisions of this Agreement, the non-defaulting party shall be entitled, in addition to monetary damages and to any other remedies available to it under this Agreement and at law, to seek specific performance and other equitable relief, including injunctive relief, and to payment of all costs and expenses, including attorney's fees, incurred by the non-defaulting party in enforcement against the defaulting party of the provisions of this Agreement.

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

**Client:**

\_\_\_\_\_  
Printed/Typed Name of Client

Date: \_\_\_\_\_, 2009

\_\_\_\_\_  
By: (Signature of Client)

**Consultant:**

Marine Lightning Protection, Inc.

Date: \_\_\_\_\_, 2009

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By: Ewen M. Thomson, Ph.D., President