



## CONSULTING AGREEMENT

THIS AGREEMENT is made effective as of \_\_\_\_\_, 201\_\_ between Chemsultants, Inc. ("Chemsultants"), an Ohio corporation having a principal place of business at 9079 Tyler Blvd., Mentor, OH 44060 and \_\_\_\_\_ ("Company"), a \_\_\_\_\_, having a principal place of business at \_\_\_\_\_.

WHEREAS, the Company has agreed to engage Chemsultants to provide consulting services to the Company, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, Chemsultants and the Company agree as follows:

1. Term of Agreement. The term of this Agreement shall commence on \_\_\_\_\_ and shall continue through the earlier of (a) completion of the work contemplated by the SOW (as defined below), or (b) \_\_\_\_\_ (the "Term"), provided, however, that parties may extend the Term at any time prior to the expiration of the Term by mutual written agreement.
2. Description of Services. Chemsultants agrees to perform services as detailed in the Scope of Work (the "SOW"), attached hereto as Exhibit "A". Notwithstanding the foregoing, the parties agree that due to the unpredictable nature of the work to be performed, the Scope of Work may need to be revised from time to time during the Term to reflect appropriate changes and modifications. In the event such a modification is necessary, the parties agree to use best efforts to agree upon an appropriate modification to the SOW, including, but not limited to, an appropriate adjustment to the compensation due Chemsultants. In any event, the parties may modify the SOW from time to time by mutual agreement during the Term of this Agreement.
3. Employment of Third Parties. Chemsultants may engage the services of such third parties as Chemsultants deems necessary to perform the services required of Chemsultants by this Agreement. Company shall have no authority to control, direct or supervise Chemsultant's assistants, consultants or employees in the performance of those services.
4. Terms of Payment.
  - (a) In full consideration of the services contemplated by the SOW, Chemsultants shall be paid the compensation set forth in the SOW. The parties may, by mutual agreement, modify the compensation set forth in the SOW at any time during the Term of this Agreement, and as needed consistent with modifications to the SOW as contemplated by Section 2. All payments due to Chemsultants shall be paid by Company within thirty (30) days of receipt of Chemsultants' invoice to Company for such services, unless the parties mutually agree otherwise. Chemsultants may invoice Company for services on a monthly basis, in phases to correspond to distinct sections of the project, or on such other terms as may be mutually agreed upon by the parties.
  - (b) Company agrees that all expenses incurred by Chemsultants and approved by Company in the performance of the Work shall be reimbursed by Company within thirty (30) days after receipt of Chemsultants' invoice to Company for such expenses.
5. Third Party Claim for Loss, Injury or Damage. Each party shall indemnify and hold the other party harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of such party in rendering services pursuant to this Agreement, including payment of reasonable attorneys fees and costs of the defense of any claim made by a third person incident to such negligent, reckless or intentional act or omission. Other than in connection with claims for indemnification as set forth in this Section 5, neither party shall be liable to the other for any special, consequential, or punitive damages.

6. Ownership/Assignment of Chemsultants' Services. Chemsultants' services and the results thereof (including, without limitation, the copyright, patent, or other intellectual property rights therein for the full term of such rights and any renewal and/or extension thereof) shall be exclusively and perpetually the property of Company free of any claim whatsoever by Chemsultants or any third party deriving any rights from Chemsultants. Chemsultants hereby transfers and assigns to Company its entire right, title and interest in and to any inventions, discoveries, improvements, patents or applications therefor which relate or pertain to the work performed under the SOW and which pertain to the business of Company which Chemsultants may make or secure, in whole or in part, during the Term of this Agreement and any extension thereof. Without limiting the generality of the foregoing, Company shall have the sole, exclusive and unlimited rights in perpetuity throughout the world to use or register (and to authorize its affiliates and licensees to use or register) Chemsultant's services and the results thereof in any manner or medium (now or hereafter known) as Company shall determine. Chemsultants shall execute and deliver to Company any documents or papers reasonably necessary for Company to prepare, file and prosecute a patent application or to otherwise secure intellectual property protection in Chemsultants' services and the results thereof, provided, however, Chemsultants shall be permitted to charge its customary hourly rate for such assistance.

7. Confidential Information. Unless instructed otherwise in writing, the parties acknowledge that all information, knowledge, or data relating to the business of the disclosing party, including but not limited to: costs and financial information; pricing methods or strategies; existing and potential customers; market studies, plans and strategies; trade secrets, know how, ideas, strategies, inventions, materials, drawings, proprietary information, operational information, and any other non-public information, material or data relating to the past, current and/or future business and operations of such disclosing party (including any information, summaries or other compilations extracted from such shared information), shared for review, whether marked as confidential or otherwise, belongs to and is the sole and exclusive property of the party making the disclosure to the other and shall be deemed confidential ("Confidential Information") and subject to nondisclosure. Confidential Information shall not include: (a) Information which can be shown to have been in the public domain at the time of disclosure, (b) documented information which was possessed prior to the time of its disclosure hereunder, and was not subject to non disclosure, (c) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission on the part of the parties or party, or (d) information that is given to the parties without obligation of secrecy by a third party, who is free to disclose the information, as of the date of such third party's disclosure.

8. Use of Confidential Information. The parties acknowledge that any use of shared Confidential Information other than for the benefit of the disclosing party or the furtherance of a business relationship with the disclosing party, would be wrongful and cause irreparable harm to the disclosing party. Accordingly, unless otherwise agreed to in writing by the disclosing party, the non-disclosing party agrees to (a) keep all Confidential Information confidential and to not, at any time during or after any transaction where Confidential Information disclosures are made, publish, disclose, or divulge Confidential Information to any person, firm, or corporation other than its Representatives and to cause its Representatives to observe the terms of this Agreement; (b) not use, directly or indirectly, copy, or reproduce any Confidential Information of the disclosing party for its own benefit or for the benefit of any person, firm, or corporation other than the disclosing party, and in any event only in connection with evaluating or engaging in a transaction or business relationship with the disclosing party. The non-disclosing party hereby agrees it shall be responsible for any breach by it or its Representatives. For the purposes of this Agreement, the term "Representative" shall mean the party's affiliates, directors, officers, employees, agents, advisors (including, without limitation, financial advisors, legal counsel and accountants) and controlling persons, who are actively and directly participating in any transaction with the disclosing party or who otherwise need to know the Confidential Information for the purpose of furthering any transaction with the disclosing party, and who agree to be bound by the terms of this Agreement. The parties acknowledge that all obligations of the parties regarding Confidential Information set forth in this Agreement shall terminate five (5) years following the date of execution of this Agreement.

9. Disclosures Required by Law. In the event the non-disclosing party is requested by applicable law or regulation or by legal process to disclose any Confidential Information or any other information concerning the disclosing party, the non-disclosing party agrees that it will provide the disclosing party with prompt notice of such request or requirement in order to enable the disclosing party to seek an appropriate protective order or other remedy, to consult with the disclosing party with respect to taking steps to resist or narrow the scope of such request or legal process, or to waive compliance, in whole or in part, with the terms of this Agreement. In any such event the non-disclosing party will use its reasonable best efforts to ensure that all Confidential Information and other information that is so disclosed will be accorded confidential treatment.

10. No Rights Created During Disclosure. It is understood by the parties that during disclosure, no right(s) in or license(s) under any present or future existing patents, patent applications, trademarks, copyrights, data, drawings, suggestions, ideas, or methods disclosed by the parties to each other shall be created in favor of the party which is the recipient of the disclosed Confidential Information. Any Confidential Information disclosed to the other shall remain the sole property of the disclosing party, and no granting of any rights or licenses shall be created as a result of the disclosure.

11. Return of Documents. Upon written request by the disclosing party at any time, the non-disclosing party shall promptly return all Confidential Information, including all copies, reproductions, summaries, analyses or extracts thereof or based thereon in the party's possession or in the possession of any Representative of the party, provided, however, the non-disclosing party shall be permitted to charge the disclosing party for all reasonable costs incurred to return such information in compliance with this Section.

12. Remedies. It is agreed that money damages would be an insufficient remedy for any breach of this Agreement, and the non-breaching party shall be entitled to injunctive relief, specific performance, and/or any other appropriate equitable remedy for any such breach or threatened breach. Such remedies shall be in addition to all other remedies available at law or in equity.

13. Waiver and Severability. It is understood that no failure or delay by either party in exercising any right, power or privilege hereunder shall constitute waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder. In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law.

14. Modification. This Agreement contains the entire agreement between the parties and cannot be modified or amended in whole or in part unless approved in writing executed by both parties. Chemsultants reserves the right to terminate this Agreement at any time for non-payment or for other reasons in its business discretion.

15. Assignment. This Agreement may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party, and any attempt to do so shall be void, provided, however, that either party shall be permitted to assign this agreement to any purchaser of all or substantially all of such party's assets or equity interests, without consent, provided such purchaser agrees to be bound by all terms and conditions contained herein.

16. Miscellaneous. This Agreement shall be governed by, construed, and enforced in accordance with the laws, and in the courts, of the State of Ohio, County of Lake, without giving effect to any conflict of laws principles. This Agreement shall be binding upon and shall inure to the benefit of the successors, permitted assigns, and Representatives of the parties hereto. All notices under this Agreement must be in writing addressed to the address first listed above, or at such other address as may be provided by such party from time to time. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Chemsultants International, Inc.

Company: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



EXHIBIT A

SCOPE OF WORK

This Scope of Work (this "SOW") is attached to and a part of that certain Consulting Agreement by and between Chemsultants International, Inc. and \_\_\_\_\_. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement. In the event of any inconsistency between the terms of this SOW and the terms of the Agreement, the terms of the Agreement shall govern.