



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made and entered into as of the ____ day of September, 2014, by and among 4 Corners Realty, a Florida Company (the "Client"), and 2GSM LLC ("Consultant").

WITNESSETH:

WHEREAS, Consultant is recognized as a premium WordPress and Website Developer; and

WHEREAS, the Client desires to retain Consultant to provide services related to and in support of efforts in which Consultant has expertise;

NOW, THEREFORE, in consideration of the premises and the mutual conditions and promises herein contained, the parties hereto agree as follows:

1. **Consulting Services.** Consultant shall furnish the Client with his best advice, information, judgment, services and knowledge with respect to developing custom WordPress websites for Clients.
2. **Term.** The term of this Agreement shall be for a single project for Client. Communication between Client and Consultant must be addressed in a timely manner to facilitate the project completion and failure of either party to respond to a communication from the other party within a 24 hour window (weekends and holidays excluded) shall be considered grounds for claiming default of this contract.
3. **Compensation.** For all services that Consultant renders to the Client or any of its subsidiaries or affiliates during the project hereof, the Client will pay Consultant a sum of \$330.00, payable in two installments. The first of which shall be a non-refundable deposit of fifty-percent (50%) of the total fee that is due and payable prior to the commencement of any work on Project. The balance of the fee shall be payable upon completion of the project once the Client has approved the functionality of the website(s). Any additional services provided outside the scope of this contract shall be provided to the Client at the agreed rate of sixty-five (\$65) dollars per hour. Additional services may include modifications of the website 'Theme' or template, installation and configuration of premium plugins or additional functionality. Payments shall be via Paypal using the client's Paypal account (if applicable) or a major Credit or Debit card.

4. Confidential Information and Intellectual Property.

- a. Consultant shall maintain in strict confidence, and not use or disclose except pursuant to written instructions from the Client, any Trade Secret (as defined below) of the Client, for so long as the pertinent data or information remains a Trade Secret, provided that the obligation to protect the confidentiality of any such information or data shall not be excused if such information or data ceases to qualify as a Trade Secret as a result of the acts or omissions of Consultant.
- b. Consultant shall maintain in strict confidence and, except as necessary to perform his duties hereunder, not to use or disclose any Confidential Business Information (as hereinafter defined) during the term of this Agreement and for a period of one (1) year thereafter.
- c. Consultant may disclose Trade Secrets or Confidential Business Information pursuant to any order or legal process requiring the disclosing party (in its legal counsel's reasonable opinion) to do so, provided that the request or order to so disclose the Trade Secrets or Confidential Business Information in sufficient time to allow the Client to seek an appropriate protective order.

(a) "Trade Secret" shall mean any information, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a plan, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "Confidential Business Information" shall mean any nonpublic information of a competitively sensitive or personal nature, other than Trade Secrets, acquired by Consultant in connection with performing services for the Client, including (without limitation) oral and written information concerning the Client's financial positions and results of operations (revenues, margins, assets, net income, etc.), annual and long-range business plans, marketing plans and methods, account invoices, oral or written customer information, and personnel information. (b) All original works of authorship that result from the performance by Consultant of his duties hereunder, are deemed to be "works made for hire" under the copyright laws of the United States, and will be and will remain the sole and exclusive property of the Client. Consultant, at the Client's request and sole expense, will assign to the Client in perpetuity all proprietary rights that he may have in such works of authorship. Such assignment shall be done by documents as prepared by the Client. Should the Client elect to register claims of copyright to any such works of authorship, Consultant will, at the expense of the Client, do such things, sign such documents and provide such reasonable cooperation as is necessary for the Client to register such claims, and obtain, protect, defend and enforce such proprietary rights. Consultant shall have no right to use any trademarks or proprietary marks of the Client without the express, prior written consent of the Client regarding each use.

- d. In the event Consultant shall violate or threaten to violate the provisions of this Section 4, damages at law will be an insufficient remedy and the Client shall be entitled to equitable relief including but not limited to injunction, monetary damages, punitive damages, and specific liquidated damages in the amount of \$25.00 for disclosure of confidential information and use of such information to solicit Client's customers. In addition, other remedies or rights available to the Client and no bond or security will be required in connection with such equitable relief.
 - e. The existence of any claim or cause of action that Consultant may have against the Client will not at any time constitute a defense to the enforcement by the Client of the restrictions or rights provided by this Section 4, but the failure to assert such claim or cause of action shall not be deemed to be a waiver of such claim or cause of action.
 - f. For purposes of this Section 4, "Client" shall include the Client and all of its direct and indirect subsidiaries and any predecessors of the Client.
5. **Acts Discreditable.** Consultant shall at all times refer to Client and its operating units in terms that further its business objectives. Consultant shall not refer to Client or its operating units in a manner that damages Client's position in the marketplace.
6. **Termination.** This Agreement may be terminated by either party upon written notice if the other party breaches any of its obligations hereunder and the breaching party fails to cure such breach within thirty (30) days after receipt of notice of such breach.
7. **Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.
8. **Binding Agreement.** The rights and obligations of the Client under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Client. The rights, obligations and duties of Consultant hereunder may not be assigned or delegated without the Client's prior written consent.
9. **Relationship of Parties.** The Client and Consultant are independent contractors. Both parties acknowledge and agree that Consultant's engagement hereunder is not exclusive and that either party may provide to, or retain from, others similar such services provided that it does so in a manner that does not otherwise breach this Agreement. Neither party is, nor shall claim to be, a legal agent, representative, partner or employee of the other, and neither shall have the right or authority to contract in the name of the other nor shall it assume or create any obligations, debts, accounts or liabilities for the other.
10. **Notices.** Any notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and delivered when delivered in person, two (2) days after being mailed postage prepaid by certified or registered mail with return receipt requested, or when delivered by overnight delivery service or by facsimile to the recipient at the following address or facsimile number, or to such other address or facsimile number as to which the other party subsequently shall have been notified in writing by such recipient:

If to the Client:

Client: _____

Signatory: _____

Client Address: _____

If to the Consultant:

Mark A Hultgren

1117 4Th Avenue Ackley, Iowa 50601

1-641-847-8012

11. **Waiver.** Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties herein are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances.

12. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of Iowa without reference to conflicts of law.

13. **Captions and Section Headings.** The various captions and section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of any of the provisions of this Agreement.

14. **Entire Agreement.** With respect to its subject matter, this Agreement and its Exhibits constitute the entire understanding of the parties superseding all prior agreements, understandings, negotiations and discussions between them whether written or oral, and there are no other understandings, representations, warranties or commitments with respect thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

Client

By: _____

Signatory

Title

Mark A Hultgren
President - CEO
MKW Industries, Inc.