

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made as of _____, _____, between SOLIDExecutive, Inc. ("SOLIDEXECUTIVE, INC."), and _____, ("Consultant").

RECITALS

SOLIDEXECUTIVE, INC. provides consulting; feedback, executive coaching and training sessions centering around executive development; management and coaching skills (the "Business" of SOLIDEXECUTIVE, INC.) to business entities under contract with SOLIDEXECUTIVE, INC. (the "Clients" of SOLIDEXECUTIVE, INC.).

Consultant has knowledge and experience, which will be valuable to SOLIDEXECUTIVE, INC. and its Clients.

Consultant is willing to provide consulting services to Clients of SOLIDEXECUTIVE, INC., and SOLIDEXECUTIVE, INC. desires to retain Consultant under the terms of this Agreement.

COVENANTS

FOR VALUABLE CONSIDERATION, the parties agree as follows:

- 1. Duties of Consultant.** Consultant shall conduct such consulting or other work for Clients of SOLIDEXECUTIVE, INC. as SOLIDEXECUTIVE, INC. reasonably requests. Consultant may refuse any particular assignment; consultant may also have independent clients derived independent of SOLIDEXECUTIVE, INC.
- 2. Duties of SOLIDEXECUTIVE, INC.** SOLIDEXECUTIVE, INC. shall provide Consultant, while performing services for SOLIDEXECUTIVE, INC., with reasonable, ordinary and necessary services to support the fulfillment of Consultant's duties, including client materials, billing, marketing and other services. For purposes of marketing, Consultant's name and affiliation with SOLIDEXECUTIVE, INC. may be communicated orally, on the SOLIDEXECUTIVE, INC. web page, or in writing to existing or potential clients of SOLIDEXECUTIVE, INC..
- 3. Independent Contractor.** Consultant shall at all times be an independent contractor and is not an employee or agent of SOLIDEXECUTIVE, INC.. Consultant may engage directly or indirectly in other business ventures and consulting services, provided such other consulting services do not violate the provisions of Section 8 of this Agreement. Consultant has no authority to bind SOLIDEXECUTIVE, INC. to any contract with a Client; neither will

SOLIDEXECUTIVE, INC. bind a consultant by name to a Client without Consultant's prior approval.

4. Compensation. For services rendered to SOLIDEXECUTIVE, INC., Consultant shall receive compensation in the general ranges outlined on Exhibit A. Each project undertaken by Consultant shall be described on a separate Project Schedule, signed by both parties, numbered sequentially and attached to this agreement; alternatively, SOLIDEXECUTIVE, INC. may fax or email Project Schedules to Consultant, and Consultant's reply fax or email approving each Project Schedule shall be sufficient to bind both parties. Each Project Schedule shall set forth the Client name, the duration of project, a description of the work, the basis for calculating fees, the minimum and maximum fees, any constraints on reimbursement of expenses, whether commissions are due under Paragraph 5 below, and other information about the project.

5. Commissions.

(a) If Consultant secures New Clients which engage SOLIDEXECUTIVE, INC. to provide services, Consultant shall receive, in addition to any compensation received under paragraph 4, a commission equal to fifteen percent (15%) of the Net Fees collected by SOLIDEXECUTIVE, INC. during the first year from the date such client becomes a client of SOLIDEXECUTIVE, INC.; and five percent (5%) of the Net Fees collected during the second year, should that work contracted with that Client continue.

"Net Fees" shall mean the total fees received from the client for services rendered by SOLIDEXECUTIVE, INC. MINUS scoring costs, coaches fees and all direct costs paid by SOLIDEXECUTIVE, INC. in servicing the account.

"New Clients" shall refer to a business entity with whom SOLIDEXECUTIVE, INC. has never done business. A division, subsidiary or parent of a Client of SOLIDEXECUTIVE, INC. shall not be considered a New Client.

The commission shall be due and payable within thirty (30) days after fees are received by SOLIDEXECUTIVE, INC. from the Client.

(b) If Consultant secures New Services to be performed for an SOLIDEXECUTIVE, INC. Client, then Consultant shall receive, in addition to any compensation received under paragraph 4, a commission equal to five percent (5%) of the Net Fees collected by SOLIDEXECUTIVE, INC. for the performance of each specific New Service rendered to the Client and secured by Consultant during the immediate twelve (12) month period following the first performance of the New Service.

"New Services" shall mean services of the type normally offered by SOLIDEXECUTIVE, INC., but never previously having been performed for the Client.

(c) The commission shall be due and payable within thirty (30) days after fees are received by SOLIDEXECUTIVE, INC. from the Client.

(d) In no event shall Consultant receive commissions under both subparagraphs a) and b) above for the same services rendered to a Client.

(e) Coaches used in the servicing of accounts will be those approved by SOLIDEXECUTIVE, INC.. SOLIDEXECUTIVE, INC. may, in its sole discretion; (i) accept or reject any prospective client; (ii) accept or reject any Consultant's proposal for the provision of coaching or any other services; (iii) establish the time and place for the conduct of any coaching process or workshop session; (iv) establish the fees payable by any Client for the provision of any services by SOLIDEXECUTIVE, INC.; (v) cancel any particular service for the Client without any liability to Consultant; (vi) in consultation with Consultant securing the work, schedule any consultant or officer of SOLIDEXECUTIVE, INC. to conduct any session or perform coaching for that client; and (vii) take any other action with respect to any Client or any other consultant which it deems advisable.

(f) In the event that either party pursuant to Section 7(a) terminates this Agreement, SOLIDEXECUTIVE, INC. shall continue to pay to Consultant any fees and commissions due and payable to him/her pursuant to Sections 5(a) and 5(b), but no commissions may be earned after the date of termination.

6. Reimbursement of Fees and Expenses. SOLIDEXECUTIVE, INC. shall reimburse Consultant for all reasonable documented performance fees set forth on Exhibit A and business expenses, governed by the Client's own policies and incurred during the course of rendering services to Clients.

Reimbursement will be subject to the policies set forth by SOLIDEXECUTIVE, INC.. To insure the most rapid and maximum possible cash collections, Consultant shall:

(a) Submit expense statements whose costs do not exceed the Client's expectations and policies of reimbursement. Consultant is responsible for determining reasonable expense, with guidance from SOLIDEXECUTIVE, INC. contained on each Project Schedule. Neither SOLIDEXECUTIVE, INC. nor the Client will be responsible for submitted expenses, which exceed Client expectations and established monetary limits.

(b) Submit for billing no later than five days after the completed task all expenses and fees for service incurred for that activity, including rate, transportation, overnight, food, telephone/fax, etc. Invoices received after that date

may not be reimbursed, if for example SOLIDEXECUTIVE, INC. submits on time all other Consultants' invoices related to the assignment. Receipts must normally accompany all invoices for all items personally expended, or Clients may not accept that particular billed item for payment. Consultant understands that Clients may not agree to pay against un-receipted items even though they may be billed for payment.

(c) Direct all expense and fee invoices, and questions to Daniel Mueller, PO Box 203365 Austin, TX 78720 (USA telephone 512-927-6543 fax 512-343-6239). All invoices will be submitted to SOLIDEXECUTIVE, INC. weekly using the most current forms provided by SOLIDEXECUTIVE, INC., properly completed and documented by Consultant. SOLIDEXECUTIVE, INC. shall in turn promptly submit an invoice to the Client, and Consultant will normally be reimbursed within five working days after receipt by SOLIDEXECUTIVE, INC. of those particular invoiced funds from the Client.

7. Termination.

(a) Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party in the manner provided in Section 16.

(b) This Agreement terminates automatically in the event of Consultant's death.

(c) SOLIDEXECUTIVE, INC. may terminate this Agreement at any time for Cause. "Cause" shall mean an act or omission of Consultant which (i) fails to adhere to the terms of this Agreement; (ii) results in injury to the business or reputation of SOLIDEXECUTIVE, INC.; (iii) results, directly or indirectly, in trading securities based upon material information received from a Client of SOLIDEXECUTIVE, INC. which information is not available to the public in general; or (iv) discloses confidential information regarding a client or obtained from a client to a third person.

(d) Termination for Cause shall be effective upon written notice of the termination.

(e) Sections 8, 9, 10 below shall continue to bind the parties after the termination of this Agreement.

8. Competition.

(a) Attached, as Exhibit B is a list of clients of Consultant as of the date of this Agreement, noting which, if any, are also Clients of SOLIDEXECUTIVE, INC.. Consultant may continue to serve clients listed on Exhibit B and to bill these clients directly for such services, provided that no SOLIDEXECUTIVE, INC. materials are used to serve such clients. Consultant may also propose that some or all of these clients become Clients of SOLIDEXECUTIVE, INC., and for each such client accepted by SOLIDEXECUTIVE, INC. and not identified as a current Client of SOLIDEXECUTIVE, INC., Consultant shall receive commissions under Paragraph 5(a) above.

(b) Consultant may continue to obtain new clients through means other than affiliation with SOLIDEXECUTIVE, INC., and may bill these new clients directly for such services, provided that no SOLIDEXECUTIVE, INC. materials or marketing efforts are used to obtain or serve such new clients.

(c) SOLIDEXECUTIVE, INC. or Consultant may propose or obtain new clients through SOLIDEXECUTIVE, INC. marketing efforts. Once Consultant or SOLIDEXECUTIVE, INC. has made a proposal to a prospective client of SOLIDEXECUTIVE, INC. involving the services of Consultant, Consultant will not offer services independently to that client for the same work being proposed.

(d) Except for Consultant's current business, Consultant shall not associate Consultant's name or engage directly or indirectly, as an investor or lender or as an employee, director, officer, partner, independent contractor, consultant or owner in any other capacity, calling for the rendition of personal services or acts of management, operation or control in any business which is in any respect in competition with the Business of SOLIDEXECUTIVE, INC..

9. Non-Solicitation of Clients, Employees and Consultants.

(a) During the term of and for a period of six months after the termination of this Agreement, neither Consultant nor any business in which he/she directly or indirectly engages (financially as an investor, shareholder or lender or as a director, officer, partner, manager, consultant or owner or in any other capacity calling for acts of management, operation or control), directly or indirectly will (i) induce or solicit any Client of SOLIDEXECUTIVE, INC. to patronize any company engaged in business in competition with the Business of SOLIDEXECUTIVE, INC., or perform services for any such Client; or (ii) request or advise any such Client to withdraw, curtail or cancel such Client's business with SOLIDEXECUTIVE, INC..

(b) The fact that a Client of SOLIDEXECUTIVE, INC. may have been introduced by Consultant shall not change Consultant's obligation under this Paragraph 9. However, the parties may agree in writing to allow Consultant to retain

specific clients, if Consultant has been in a previous longstanding independent working relationship.

10. Proprietary Information.

(a) During the term of this Agreement Consultant may receive, develop, or otherwise acquire Proprietary Information, as defined in Section 10 (d).

(b) Except as authorized by SOLIDEXECUTIVE, INC., Consultant shall hold in strict confidence and never disclose to any third party, or use for Consultant's own benefit or for the benefit of any other party, directly or indirectly, including subsequent to the termination of this consultancy agreement, any Proprietary Information which Consultant obtains during the term of this Agreement, whether verbal, written, or in any other medium.

(c) Consultant shall deliver to SOLIDEXECUTIVE, INC. promptly upon request, or on the date of termination of this Agreement, all documents, copies thereof and other materials in his/her possession relating to any Proprietary Information.

(d) For purposes of this agreement, "Proprietary Information" shall mean any corporate, technical, business or financial information, which is of a secret, or confidential nature. This includes, but without limitation to, inventions, technical data, devices, methods, proprietary strategies or tactics employed, product specifications, processes, formulae, tools, apparatus, proposals, product development costs, computer and code, object code, documentation, diagrams and flow charts, unpublished works, future plans, policies, and other inside information and knowledge in whatever form used as part of the client's business.

(e) Consultant shall not make any comments, which would hold up to public ridicule SOLIDEXECUTIVE, INC., or any of its Clients.

(f) These provisions shall not apply to any information that (i) is or later falls within the public domain; or (ii) was, as substantiated to SOLIDEXECUTIVE, INC. and dated prior to the date of this Agreement, in Consultant's possession; (iii) independently developed by Consultant and substantiated to SOLIDEXECUTIVE, INC. in documentation dated prior to the date of disclosure; or (iv) is legally furnished or made known to Consultant by a third party as a matter of right, without restriction and without break of this agreement, and is properly documented.

11. SOLIDEXECUTIVE, INC. Processes, Policies and Procedures.

(a) Consultant shall comply with and rigorously follow all consulting processes that are part of the SOLIDEXECUTIVE, INC. Brand Identification, including but not limited to, the 5-Step Coaching Process, all workshop curricula owned by SOLIDEXECUTIVE, INC., survey and feedback methods used by SOLIDEXECUTIVE, INC., any and all processes, policies and procedures now in place or subsequently established by SOLIDEXECUTIVE, INC. governing or supporting its business and services.

(b) Consultant shall utilize SOLIDEXECUTIVE, INC. materials only in the servicing of SOLIDEXECUTIVE, INC. accounts. If Consultant is engaged with a client where the intellectual property of an affiliate, Consultant agrees to hold that material in absolute confidence and not use it outside of the engagement intended.

(c) If Consultant's own, or another individual or organization's materials are utilized in the servicing of SOLIDEXECUTIVE, INC. clients, the materials shall be presented with proper copyright notices in the regular SOLIDEXECUTIVE, INC. house style, and enclosed in SOLIDEXECUTIVE, INC. binders provided for use for such client engagements. Consultant shall be responsible for securing permission prior to use of copyrighted material of third parties.

(d) Any intentional deviancy from implementing these processes, policies and procedures will subject Consultant to termination for Cause.

12. Copyright. SOLIDEXECUTIVE, INC. shall own all rights to any and all proprietary SOLIDEXECUTIVE, INC. materials or information of any nature whatsoever, which is recorded in any medium, and which Consultant creates, prepares, or contributes to during the term of this Agreement for compensation under a Project Schedule. Consultant irrevocably and exclusively assigns to SOLIDEXECUTIVE, INC. all rights Consultant may be deemed to have under the law of copyright in any such Proprietary Information, including, but not limited to, the exclusive rights of copying, distribution and preparation of derivative works.

13. Confidential Information of Clients.

Consultant may receive or otherwise acquire confidential information with respect to Clients of SOLIDEXECUTIVE, INC.. Except as authorized by the Client, Consultant agrees to hold in strict confidence and not disclose to any third party or use for his/her own benefit, or for the benefit of any other party, directly or indirectly, any confidential information of a Client obtained during the term of this Agreement, whether verbal, written, or in any other medium.

14. Indemnity and Injunctive Relief.

(a) Consultant agrees to indemnify SOLIDEXECUTIVE, INC. against any loss occurring as a result of non-performance, negligence or willful misconduct during the term of this Agreement.

(b) Consultant recognizes that a breach by him/her of the provisions of Sections 8,9, or 10 would cause SOLIDEXECUTIVE, INC. irreparable injury and damage, which cannot be reasonably or adequately compensated by damages at law. Consultant, therefore, expressly agrees that SOLIDEXECUTIVE, INC. shall be entitled to injunctive and/or other equitable relief in addition to any other remedies legally available to it.

(c) In the event that any of the provisions of Sections 8, 9, or 10 should ever be deemed to exceed the temporal, geographic or occupational limitations permitted by applicable laws, then such provision(s) shall be and hereby are reformed to the maximum temporal, geographic or occupational limitations permitted by law.

15. Agreement Disclosure. All terms and conditions of this agreement are to remain privy to only Consultant and the Officers of SOLIDEXECUTIVE, INC., except that each party may disclose and discuss the Agreement with legal counsel or any officer of SOLIDEXECUTIVE, INC.. Also, Consultant and SOLIDEXECUTIVE, INC. mutually agree that this agreement supersedes any previous Consulting Agreement by and between Consultant and SOLIDEXECUTIVE, INC..

16. Notices. Any notice, request, information or other document to be given hereunder to any of parties by any other party shall be in writing and delivered personally or sent by prepaid overnight courier or by certified mail, return receipt requested, address as follows:

If to Consultant:

Name _____

Address _____

If to SOLIDEXECUTIVE, INC.:

PO Box 203365
Austin, TX 78720

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change of address in the manner herein provided for the giving of notice. Any notice delivered personally shall be deemed to have been given on the date it is so delivered, and any notice delivered by overnight courier or certified mail shall be deemed to have been given on the date it is received.

17. Binding Resolution of Disputes.

(a) Binding Resolution of Disputes. The parties will use their best efforts to amicably resolve any dispute arising out of or related to the Agreement. Mindful of the high cost of litigation, not only in dollars but in time and energy, the following quick, final and binding out of court dispute resolution procedures shall be followed in the event any disagreement or controversy should arise out of or concerning this Agreement and/or any of the terms or conditions of this Agreement (including this provision for binding resolution of disputes).

(b) Negotiation. It is the intent of the parties that any dispute be initially resolved informally and promptly through good faith negotiation between them. Should any dispute or controversy arise, the following steps toward resolution will immediately be taken:

1. Either party may initiate negotiation proceedings by writing a certified or registered letter to the other party setting forth the particulars of the dispute, and a suggested resolution of the problem. The recipient of the letter must respond within ten (10) days with an explanation and response to the proposed solution.

2. If correspondence does not resolve the dispute, then the authors of the letters or their representatives shall meet on at least one occasion and attempt to resolve the matter. The meeting shall take place at the business office of SOLIDEXECUTIVE, INC.. Should the dispute not be resolved by reason of such meeting, then the parties agree to mediation.

(c) Mediation. In the event that the controversy is not resolved by informal negotiation within thirty (30) days (or any mutually agreed upon extension of time) of the first meeting between the parties, the matter in dispute shall be referred to an agreed neutral mediator, for a meeting between the parties and the chosen mediator for an informal, non-binding conference or conferences between the parties and the mediator, either jointly, or by separate caucuses wherein the mediator will seek to guide the parties to a resolution of the dispute. The cost of mediator shall be borne equally by the parties, with each party responsible for their own costs and attorneys' fees. Mediation shall continue until the matter is resolved or until such time as the mediator makes a finding that there is no possibility of resolution. Should the dispute not be resolved by reason of such mediation, then the parties agree to submit the dispute to binding arbitration.

(d) Binding Arbitration. For any dispute not resolved by either negotiation or mediation, the parties agree to have the dispute resolved by binding arbitration before a single neutral arbitrator in Travis County, Texas under the following conditions:

1. Unless barred by the statute of limitations, any party bound by this arbitration agreement may initiate an arbitration at any time after negotiation and mediation procedures as hereinabove described have been exhausted by serving, as in a civil action, all parties with notice of the nature of the claim and a demand for arbitration. Alternatively, any party may petition a court of competent jurisdiction to compel arbitration. A claim shall be waived and forever barred if on the date the demand for arbitration is served, the claim, if asserted in a civil action, would be barred by the applicable statute of limitations.

2. The single neutral arbitrator shall be selected by agreement of the parties. In the event that the parties cannot agree on choice of arbitrator within thirty (30) days after demand is first made for arbitration, then either party may petition a court of competent jurisdiction sitting in to appoint an arbitrator.

3. Judicial Rules relating to the order of proof, the conduct of the hearing, and the presentation and admissibility of evidence will not be applicable in this proceeding. Any relevant evidence, including hearsay, may be admitted by the arbitrator, in his or her discretion, if it is the sort of evidence upon which responsible and reasonable persons are accustomed to rely in the conduct of their affairs, regardless of the admissibility of such evidence in a court of law.

4. The arbitrator shall have the power to order and direct what he or she shall deem necessary to be done by either of the parties relating to the matter in dispute. The arbitrator shall have the authority and power to proceed ex parte in the event that either party shall fail, after reasonable notice, to attend hearings before him or her. The arbitrator shall have authority to set the time and place of the arbitration hearing, and shall do so at the request of either party at the

earliest time practical following a reasonable period for the parties to conduct discovery and prepare for the arbitration hearing.

5. The arbitrator shall have full power to give such directions and to make such orders in the matters so referred to them as he or she shall deem just. The arbitrator may grant any legal and equitable remedies, so long as the award of same are consistent with and authorized by applicable provisions of Texas law.

6. The award shall be made by the arbitrator on or before the 30th day after the arbitration hearing concludes, or within such extended time as the arbitrator may order, not exceeding altogether 45 days. In rendering the award, the arbitrator must prepare in writing and provide each party with factual findings and legal conclusions, which form the basis or bases for the arbitrator's decision.

7. The prevailing party in any arbitration shall be entitled to a recovery of all reasonable costs of arbitration, including expert fees, and including reasonable attorneys' fees. The arbitrator shall have jurisdiction to determine such matters upon presentation of any party hereto.

18. General.

a) The invalidity or unenforceability of any particular provision or provisions of this Agreement shall not invalidate or render unenforceable any other provision, and the Agreement shall be construed, omitting such invalid or unenforceable provisions or provisions, so as to accomplish the purposes intended.

(b) No change, waiver or modification of this Agreement shall be valid unless in writing, signed by all of the persons then bound by the terms contained in it.

(c) This Agreement contains the entire agreement and understanding among the parties with respect to the subject matter contained within it.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (USA) applicable to contracts made and to be performed therein.

(e) Headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

(f) This Agreement shall be binding on the heirs, successors and assigns of both parties.

(g) SOLIDEXECUTIVE, INC. may assign its interest and delegate its duties in and under this Agreement, but because the services of Consultant are personal in nature, Consultant may not assign any interest or delegate any duty in or under this Agreement without the written consent of SOLIDEXECUTIVE, INC..

IN WITNESS WHERETO, the parties have executed this Agreement as of the day and year written below.

SOLIDEXECUTIVE,INC.

CONSULTANT

By: _____

By:

Date _____

Date

EXAMPLE

EXHIBIT A

COMPENSATION FOR CONSULTING SERVICES

Consultant: XXXXX

SOLIDEXECUTIVE, INC. Client: XXXXX

Date of Consulting Agreement: XXXXX

COACHING SERVICES

For coaching sessions conducted on behalf of SOLIDExecutive, Inc., the consultant shall be compensated as follows:

PROFESSIONAL FEES

- Day rate: \$XXXX
- The total will not exceed \$XXXX

There may periodically be some SOLIDEXECUTIVE, INC. Inc. projects for which the Consultant and SOLIDEXECUTIVE, INC. will mutually agree upon a per hour or a per day compensation rate that is different from the above in each such instance, this different rate will be separately negotiated.

TRAVEL TIME

The consultant shall not be entitled to any additional compensation for travel time to/from any contracted session or engagements, without prior clearance for special situations from SOLIDExecutive, Inc.

TRAVEL AND OUT-OF-POCKET EXPENSES

Reimbursement for travel and other reasonable out-of-pocket expenses related to contracted consultancy, and incurred by the consultant, will be paid upon submission and reception of funds from the client. It is the consultant's responsibility to know the reimbursement policy of the client.

For: SOLIDEXECUTIVE, INC.

DATE

For: XXXXX

XXXXX
PRINT NAME

DATE

SOLIDEXECUTIVE, INC. Project Schedule Number _____ to Agreement dated
_____.

Consultant:

Client name, Contact, address, phone, email, fax

Duration of project, start date, end date, number of days

Description of the work, including Client desired results

Basis for calculating fees, including minimum and maximum fees

Any constraints on reimbursement of expenses

Whether commissions are due under Paragraph 5

Name address etc. of other Consultants involved in Project

Name address etc. of SOLIDEXECUTIVE, INC. lead/coordinating Consultant, if any

Other information about the project.

