



Financial Consulting Agreement

This consulting agreement (the "Agreement") is made and entered on this day _____ (the "Effective Date") by and between M&J Financial Management, LLC (hereinafter referred to as the "Consultant") and _____ (hereinafter referred to as the "Client").

1. Services

The Consultant will provide services to improve the financial management practices of the Client which may include:

- Assessments, interviews and other inquiries to properly ascertain areas where financial practices can be improved
- Development of processes, procedures and models that can be applied to properly control and manage financial and investment activities
- Training, mentoring and other guidance to enhance the effectiveness and efficiency of Client personnel in the area of financial management.

The scope of services will be subject to change from time to time as agreed to between the Consultant and the Client. Within 30 days of commencement of field work, the Consultant will develop a schedule of specific work that will be performed along with a time line. The Consultant will also provide briefings, updates and other forms of communication to keep the Client informed regarding the progress of the work.

The services will be rendered from the Consultant's location subject to change as necessary to properly service the Client. The Consultant will perform the services in a competent and professional manner. The Consultant will comply with applicable laws.

3. Compensation and Reimbursement

The Consultant agrees to invoice the Client monthly, payable in 30 days from the invoice date. The Client agrees to reimburse the Consultant for travel related expenses that are incurred with the performance of this agreement. The Consultant will maintain adequate documentation and records to support all costs invoiced to the Client including receipts for travel related expenses.

Payments made by the Client to the Consultant will not deduct any taxes and the Client will provide the Consultant with IRS Form 1099 at the end of each calendar year. For purposes of issuing IRS Form 1099, the Consultant will provide a social security number upon execution of this agreement.

4. Term and Termination

This agreement will commence on the effective date set forth and continue for a period of one year from the effective date unless terminated earlier. Either party may terminate this agreement at any time upon thirty (30) day notification. Upon termination, the Consultant shall be entitled to receive compensation and reimbursement for any work accrued, but not paid by the Client. The Client may at its option agree to renew, extend and revise this agreement prior to its expiration.

5. Confidential Information

Both parties acknowledge that there is an exchange of confidential and proprietary information associated with this agreement. Confidential and proprietary information may include documents, communications, plans, processes, formulations, data, know-how, financial information, techniques, methods, customers, suppliers, partners, patents, trademarks, designs, and other forms of tangible or intangible artifacts owned by the Client. Confidential and proprietary information does not include information within the public domain, information that has been publicly known prior to the execution of this agreement, or information that the Consultant developed independent of any confidential information.

The Consultant will not divulge, disseminate, publish or otherwise disclose any information without the prior consent of the Client. The Consultant will not use any information for purposes other than the performance of services described in this agreement. The Client agrees to not disclose confidential information to the Consultant except to the extent that the Consultant requires this information to fulfill the obligations within this agreement.

If the Client has any concerns over the sharing of sensitive information and requires additional control measures, the Consultant will establish secured means of information sharing that are mutually agreeable to both parties. These control measures may include restricting who can copy, print, or change documents during the course of the engagement.

6. Indemnification

Notwithstanding other provisions of this agreement, the Client shall indemnify, defend and hold harmless the Consultant against claims, liabilities, damages, losses or other obligations which may arise from this agreement.

7. Relationship of Parties

The parties agree that this agreement creates an independent contractor relationship, not an employment relationship. 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.

8. Role of the Consultant

The Consultant will not make management decisions on behalf of the Client. The role of the Consultant shall be advisory in nature with no perceived conflicts of interest prior to, during or

after the engagement with the Client. This role will also extend to any third parties that the Consultant may use during the course of the engagement.

9. Quality Assurance and Control

In an effort to ensure that the Consultant provides high quality work, the Client will assign someone of sufficient knowledge and expertise to review and approve the work of the Consultant. In the event that the Consultant uses a third party, the Consultant is responsible for the quality of the work delivered by the third party.

10. Primary Points of Contact

For purposes of executing this agreement, the primary points of contact between the Consultant and the Client are:

Consultant

M&J Financial Management, LLC
PO Box 312
Tabor City, NC 28463
Phone: 910-317-0396
Email: contact@mjfinancial.biz

Client

Any notices or other communications will be directed to these primary points of contact by appropriate means which may include email, phone, regular mail or expedited mail.

11. Governing Law

This agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina.

12. Entire Agreement

This agreement represents the entire understanding of the parties superseding all prior agreements, understandings and discussions whether conveyed orally or in writing, and there are no other warranties, commitments, understandings or representations with respect to this agreement.

I represent that I have the authority to enter into this agreement:

Consultant

Client

Name: **M&J Financial Management**
Title: **Financial Analyst**

Name:
Title: