

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 200__ by and between THE MATHESON GROUP, INC., a Virginia Corporation with offices located at 205 Esplanade Place, Chesapeake, VA 23320 ("The Group"), and _____ with its principal place of business located at _____ ("Client").

In consideration of Client retaining The Group to provide Business Communications Consulting and Professional Services, it is agreed as follows:

1.0 Term of Agreement

This Agreement shall commence on the date stated above, and shall remain in effect until terminated as provided under Section 7.

2.0 Compensation for Services

Client hereby retains The Group, and The Group hereby agrees to provide Business Communications Consulting and Professional Services. This Agreement governs services provided for any Client facility (headquarters or remote offices).

2.1 Rates: Services shall be performed on an hourly basis billed in quarterly hour increments at the rates outlined in the Rate Schedule (Appendix A) which is attached to this Agreement and governed by the terms and conditions herein.

2.2 Telco Auditing Services: In addition to the hourly rate specified above, telco auditing services shall be billed as follows:

- 10% of recovered revenues from resolved billing discrepancies to be paid upon resolution with provider.
- 10% of actualized savings realized in the first year billing cycle to be paid at the end of the first year billing period.

Standard Consulting Agreement

2.3 Travel Time: Travel time required for services will be billed at the standard hourly rate and in half hour increments. No minimum applies.

3.0 Expenses

Reasonable and necessary business and travel expenses incurred by The Group for services which fall outside the scope of work shall be reimbursed by Client upon submission of an expense report/invoice with back-up documentation. The Group will obtain Client's advance approval for any expenses in excess of \$50.

4.0 Scope of Relationship

It is agreed that the relationship of the parties is primarily that of Consultant and Client. Nothing herein shall be construed as creating partnership, employment relationship, or joint venture.

The relationship of The Group and Client shall be further defined as follows:

4.1 Independent Contractor: The Group shall provide services solely as an independent contractor. The Group reserves the right to subcontract any and all of the work to be performed by it under this agreement.

4.2 Agency: The Group shall, with written authorization from Client, act as Client's agent to obtain any information necessary to ensure the success of the project.

4.3 Power of Attorney: The Group shall not enter any contract or commitment on behalf of Client.

4.4 Confidentiality: This Agreement creates a confidential relationship between The Group and Client. Information concerning business affairs, customers, vendors, finances, properties, methods of operation, intellectual properties, documentation and other such information, whether written, oral or otherwise is confidential in nature.

4.5 Non-Disclosure: Both Client and The Group agree it will not at any time during or after the term of this Agreement disclose any confidential information to any person whatsoever.

4.6 Cooperation: Client hereby acknowledges that successful performance of the contract services by The Group shall require Client to cooperate with The Group in good faith and to provide information as may be requested by The Group. Client hereby agrees to provide such good faith cooperation and information.

4.7 Facilities: The services of The Group may be performed at the office facilities of the Client or The Group as determined by The Group. The Group shall comply with all office rules and regulations, including security requirements, when on Client premises.

4.8 Conflict of Interest: The Group shall not offer or give a gratuity of any type to any Client employee or agent. Furthermore, in performing services for Client, The Group will not accept fees, commissions or any valuable consideration in connection with those services from anyone (vendors, carriers, etc.) other than Client.

4.9 Acceptance of Services: The contract services shall be deemed delivered by The Group and accepted by Client upon performance.

4.10 Insurance: Both parties agree to maintain, at their own expense, all necessary insurance.

5.0 Payment of Services

5.1 Invoices: The Group shall submit invoices for services rendered and costs incurred during a calendar quarter by the fifteenth day of the month following the quarter in which such services were rendered. Client shall pay such invoice within 30 days of the invoice date.

5.2 Late Charges: Any invoiced amount which is not paid by Client as provided herein shall be subject to a late charge of 1-1/2% for each month (or portion thereof) in which such invoiced amount is not paid.

5.3 Taxes: Client shall be responsible for the payment of all taxes based upon the contract services performed and as associated with expenses incurred by The Group.

6.0 Warranty

The Group hereby represents and warrants to Client that it will perform required services in a professional and timely manner.

6.1 Warranty Limitation: The warranty provided by this section is in lieu of all other express warranties. This Agreement excludes all implied warranties, including but not limited to, the warranties of merchantability and fitness for a particular purpose.

6.2 Limitation of Damages: The Group shall not be liable to Client under this Agreement for any consequential, exemplary, incidental or punitive damages, regardless of whether The Group has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. Notwithstanding any provision to the contrary, the liability of The Group for any reason and for any cause of action whatsoever under this Agreement shall be limited to the amount of money received by Consultant pursuant to this Agreement.

6.3 Force Majeure: The Group shall be not liable to Client for failing to perform its obligations under this Agreement because of circumstances beyond the control of The Group. Such circumstances shall include, but not be limited to, any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, or any events reasonably beyond the control of The Group.

6.4 Indemnification: Client shall indemnify, defend and hold The Group harmless against any liability arising from or in connection with any use of any materials or information developed by The Group for Client or performance of the contract services.

7.0 Termination

Either party may terminate this Agreement with or without cause by providing thirty days written Termination Notice to the other party.

7.1 Return of Materials: Upon the termination of this Agreement, both parties agree to return any and all materials belonging to the respective parties.

8.0 Miscellaneous

8.1 Assignment: Assignments of rights hereunder without the prior written consent of The Group shall be void.

8.2 Complete Agreement: This Agreement is the sole agreement between the parties relating to the subject matter of this Agreement and supersedes all proposals or prior agreements (oral or written) and all other communications between the parties relating to the subject matter of this Agreement.

8.3 Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate as of the date of this Agreement to the best of their knowledge.

8.4 Amendments and Modifications: A waiver, alteration, modification or amendment of this Agreement shall be void unless such waiver, alteration, modification or amendment is in writing and signed by the respective parties hereto.

8.5 Severability: If a provision of this Agreement is rendered invalid the remaining provisions shall remain in full force and effect.

8.6 Governing Law: This Agreement shall be governed by the laws of the Virginia.

8.7 Waiver: Waiver of a breach of this Agreement shall not constitute a waiver of any other breach. Failure to enforce any provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provisions.

8.9 Facsimile Signatures: Client's signature on a facsimile transmission of this Agreement, attachment or addendum may be relied on by The Group and shall be binding on Client and satisfy any applicable Statute of Frauds.

Client acknowledges that it has read this Agreement, understands it and is bound by its terms.

The Matheson Group, Inc.
By:
Name:
Title:

Client:
By:
Name:
Title: