



Corcoran Consulting Group

A Division of Ardare Corporation

CONSULTING AGREEMENT

This Consulting Agreement describes the terms under which we have agreed to provide our consulting services.

CONFIDENTIALITY

Since our work necessarily deals with sensitive, valuable, and potentially damaging information, we treat all such information in a confidential manner. No information will be divulged to third parties without your authorization except as may be necessary to perform our duties or resolve disputes with governmental agencies. Likewise, much of the information we provide to you is confidential, proprietary, or copyrighted. You agree to restrict the distribution of this material to your own staff. While other colleagues may well be interested in receiving this material, you are expressly prohibited from lending or copying the material without our written permission.

In accordance with the Fair and Accurate Credit Transactions (FACT) Act, we are conscientious about possible identity theft and have instituted measures to identify, detect and respond to red flags in the handling of client information. This includes limiting access to client financial information to those individuals at Corcoran Consulting Group with a need to access it. In the event that we find any cause for concern, we will notify you.

COMMUNICATION

In most cases, we respond to your requests for assistance. Sometimes, we send you information that we believe you need to know, although you did not ask for it. For example, we may notify you of an important rule change that you may not know about or won't learn about for some time. Alternately, we might send you an announcement of our upcoming educational seminars. By signing this Consulting Agreement, you are electing to receive information from us via mail, email, facsimile or telephone.

OUR CHARGES

Charges for our services are based on the time and resources required. In general, we bill for the actual time spent, in increments of 0.1 hours, on an hourly basis. The hourly rate depends on the consultant or staff person assigned to the task and may vary from time to time. Travel expenses, extensive photocopying, legal costs, subscriptions to our publications (written and electronic) and other expenditures incurred on your behalf will be billed separately.

For some well-defined projects, a written proposal will be submitted in advance with expected charges itemized for your approval. In such cases, we use a project fee which we believe fairly represents the effort which will be expended.

PAYMENT TERMS

Services performed on your behalf are billed monthly. Invoices identifying the nature of the services, the date they occurred, and the time involved, will be sent to you. Payment terms are net 30 days from the date of invoice; in some cases, a deposit may be required in advance. Interest is charged at the rate at 1.5% per month for late payment. You will also be responsible for any collection costs we may incur including attorneys' fees. All billing correspondence will be sent to the address submitted below unless otherwise requested.

Payment may be made by check or credit card. Mastercard, Visa and American Express are accepted. Unless otherwise specifically instructed to do so, our policy is not to retain your credit card number on file.

TERMINATION

You have the right to terminate our relationship at any time. If you do so, you will be responsible for any charges incurred in connection with our work on your behalf up to the date of termination, including the cost to transfer the work to another consultant if necessary. We may also terminate our relationship with you for any reason, including non-payment of fees. For the record, notification of termination will only be accepted or given in writing.

By signing this agreement you agree to the above terms. This agreement remains in force until terminated by either party.

For Corcoran Consulting Group:

For Client:



Suzanne L. Corcoran, COE
Executive Vice President

Date

Name of Organization

Billing Address

City, State and Zip

Signature of Authorized Person

Print Name and Title

Email

Date