



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this _____ day of _____, _____

BETWEEN:

_____ of _____, _____, _____
Name Street City State Zip

- AND -

**FORTUNE CAPITAL CONSULTING
(the "Consultant").**

BACKGROUND:

- A. The Client believes the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
Services will include but not limited to:
 - Analyzing Client needs and current financial situation, identifying potential solutions.
 - Presentation of Debt Consolidation, Life & Disability Insurance information.
 - Application and coordination of Insurance Policy.
 - Creation of monthly budget plan solutions.
 - Searching for and coordinating with loan agencies for personal/auto/business credit.
- The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client. Other tasks will be written and amended to contract.



Term of Agreement.

- The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
- In the event either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide five days' written notice to the other Party.

Performance

- The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

- Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

- The Consultant will charge the Client for the **Budget Services (budget analysis/creation/planning and/or solutions)** at the rate of \$65.00 per hour (the "Compensation").
- The Consultant will charge the Client for the **Debt Services (coordination of debt solutions)** at the rate of 3.00% (the "Compensation") of total amount borrowed by Client.
- There will be no charge for Insurance Policy coordination as Consultant is paid by the applied for Insurance company.
- The Client will be invoiced when the Services are complete.
- Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
- In the event this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Consultant.

Reimbursement of Expenses

- The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant relating to providing the Services.
- All expenses must be pre-approved by the Client.



Penalties

- Any late payments of invoice will trigger a fee of 5.00% per month on the amount still owing.
- Cancellation of Insurance Policy within one year of Policy creation will result in penalty of premium for remainder of yearly premium. (ex. Client paid 6mos. then cancels, penalty will be remaining 6 mos.)

Confidentiality

- Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

Ownership of Intellectual Property

- All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
- Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

Return of Property

- Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

- In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.



Notice

- All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. _____
Name

b. _____, _____, _____, _____
Street City State Zip

c. FORTUNE ADVISORY SERVICES LLC
987 E 94TH ST, BROOKLYN, New York, 11236

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

- Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

- Any amendment or modification of this Agreement or additional obligation assumed by either Party relating to this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

- Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

- The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.



Entire Agreement

- It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Inurement

- This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

- Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

- Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

- This Agreement will be governed by and construed in accordance with the laws of the State of New York.

Severability

- In the event any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

- The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.



(PRINT)

(SIGN)

(DATE)

FORTUNE CAPITAL CONSULTING

ROBERT FORTUNE

(DATE)