

TERMS & CONDITIONS

1. SERVICES

Upon written acceptance of proposed services, the Client employs the Consultant to perform the described services in accordance with the terms and conditions set forth.

2. TERMS OF AGREEMENT

The term of this Agreement will begin on the date of acceptance and will remain in full force and effect until job completion. Either party may cancel this Agreement at any time through written notice of cancellation.

3. PLACE WHERE SERVICES WILL BE RENDERED

The Consultant will perform most services in accordance with this contract at a location of Consultant's discretion. In addition, the Consultant will perform services on the telephone and at such other places necessary to perform these services in accordance with this Agreement.

4. PAYMENT TO CONSULTANT

Payment from the Client to the Consultant is due upon receipt of invoice; payment will be considered past due after two weeks and a late fee of 10% of the total contract amount per month will be incurred. The Consultant will charge the Client per accepted work performed in accordance with this Agreement. The Consultant will submit an itemized invoice setting forth the time spent and services rendered every two weeks.

5. PARTIAL COMPLETION

Upon receipt of written cancellation after the Consultant has begun preparation for, or performance of the Agreement, the Client shall be responsible for the value of any expenses incurred or work performed by the Consultant.

6. INDEPENDENT CONTRACTOR

Both the Client and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the Consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

7. CONFIDENTIAL INFORMATION

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.

8. SEVERABILITY CLAUSE

If any language in this Agreement is found to be invalid, illegal, or otherwise unenforceable, that language shall be removed, and the remaining portions of the Agreement shall remain intact and enforceable.

9. GOVERNING LAW

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