

Agreement on Confidentiality & Limit of Liability

THIS Agreement made on the day of in the year 2009 is between the two Parties

JOHN HELMER (he Party hereinafter referred to as the Consultant);

And

(the party hereinafter referred to as the Principal).

Whereas the two parties have discussed in detail a programme of services which the Principal deems the Consultant qualified to perform, and which the Consultant agrees to undertake,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Subject of the Agreement:** the Consultant shall provide informational services to the Principal, including oral and written briefings and reports, gathering information, analysis of and forecasting of matters the Principal identifies, according to the schedule of tasks the Principal has provided heretofore, and will provide to the Consultant subsequent to the signing of this Agreement.
2. **Exclusivity and proprietary rights:** the Principal shall own all information and products provided by the Consultant, and shall enjoy exclusive rights to the information and products without limit of time.
3. **Mutual undertakings and warrants.** The Principal undertakes to engage the Consultant for the services specified heretofore and subsequently and in no way seeks therefrom any form of representation, advertising or promotion by the Consultant. The Consultant warrants that no conflict of interest or potential for conflict of interest arises or shall arise between the purposes of the Principal, the services rendered by the Consultant, and the interests of third parties.
4. **Duties of the Consultant:** the Consultant agrees during the term of this Agreement to observe and perform the terms and conditions set out in this Agreement, and in particular:
 - (a) shall not do anything which might impair the goodwill or reputation of the Principal;
 - (b) shall not be entitled to incur any liability on behalf of the Principal, or in any way pledge or purport to pledge the Principal's credit, or accept any order or make any contract binding on the Principal;
 - (c) shall not be entitled to represent the Principal in any way and shall not represent himself to any third parties that Consultant is acting as an agent or representative of the Principal;
 - (d) shall report to the Principal at least on a weekly basis and more frequently when events and circumstances necessitate;
 - (e) shall compile reports as succinctly as possible in order to cover adequately the topics, issues and matters required by the Principal;
 - (f) shall use the Consultant's best endeavours to ensure that the context of the reports will be of such a nature that they add previously unknown information to that which is in the public domain;
 - (g) shall at all times use the Consultant's best endeavours to obtain the most up to date and accurate information relevant to the Principal;
 - (h) insofar as is possible, shall satisfy by means of all proper and lawful enquiries the Principal's requirements for accuracy and veracity;

- (i) shall observe all directions and instructions given to him by the Principal in relation to this Agreement; and
 - (j) shall not report in any medium on the business of the Principal unless the Principal agrees in advance thereto in writing.
5. **Termination and renewal:** The Agreement may be cancelled at the option of either Party with one month's advance notice. It may be renewed.
 6. **Confidentiality:** The products of the Agreement shall be strictly confidential between the Parties, including the fact and terms of this Agreement, and shall not be disclosed to any other party. The terms of this provision shall survive the duration of the Agreement without limit.
 7. **Limit of Liability:** The Consultant warrants that his performance will be truthful, and that he will not receive direct or indirect reward in exchange for expressing specific ideas or recommendations. The Principal warrants that the risks of acting on the products of this Agreement are not the liability of the Consultant. Nothing in the products of this Agreement shall be understood to be a recommendation, an offer or an invitation to make an offer, to buy or sell any securities or other investment or any options, futures or derivatives related to such securities or investments.
 8. **Applicable law:** The Agreement in all respects, including performance, shall be deemed to have been executed and implemented, and shall be interpreted, in accordance with the laws of the United States of America in the District of Columbia. Any or all disputes relating to or in connection with this Agreement shall be subject to the jurisdiction of the courts of the USA in the District of Columbia.

SIGNATURES OF THE PARTIES

For the **PRINCIPAL**

For the **CONSULTANT**