

CONSULTANT AGREEMENT

This Agreement is entered into as of _____, 20__ (the "Effective Date") between **CLIVIA Systems, Inc.**, a California corporation ("**CLIVIA**"), and the undersigned **CONSULTANT** in consideration of **CONSULTANT'S** engagement to provide consulting services as an independent contractor to **CLIVIA**. Accordingly, **CLIVIA** and **CONSULTANT** agree as follows:

1. **CONSULTANT** acknowledges that, in providing such services, s/he may receive or become aware of information hereto and hereafter owned, developed or acquired by **CLIVIA**, including without limitation information of any kind, nature or description concerning any matter affecting or relating to the business or business methods, techniques or manner of operation of **CLIVIA** or any of its customers (collectively, the "Information"). **CONSULTANT** agrees to treat and preserve as confidential all information, and **CONSULTANT** shall not, without written authority from **CLIVIA** to do so, use for her own benefit, her employer's benefit, or for any other purpose, nor disclose to others, during the period of rendering the services or thereafter, any Information. **CONSULTANT** shall not take or retain or copy any of the Information, all of which shall remain the sole property of **CLIVIA**. **CONSULTANT** acknowledges that, to the extent s/he creates any copyrightable material, in whole or in part, in connection with rendering the services to **CLIVIA**, such material shall constitute "works made for hire" for **CLIVIA** and/or are hereby assigned to **CLIVIA** and such material shall be the sole property of **CLIVIA**. **CONSULTANT** hereby agrees to assign, and does hereby assign, to **CLIVIA** all existing and hereafter acquired worldwide rights, title and interest in and to such work product, including, without limitation, all patent rights, copyrights (and moral rights therein), trade secret rights and other proprietary rights therein.

2. **CONSULTANT** acknowledges and agrees that this Agreement does not restrict him/her from providing services to other entities as long as **CONSULTANT** does not engage in any consultations, agency or employment for any person, partnership or corporate entity other than **CLIVIA** which could result in a conflict of interest during the term of this Agreement without the written authorization and permission of **CLIVIA**.

3. **CONSULTANT** acknowledges and agrees that s/he is and shall be an independent contractor to **CLIVIA**. **CLIVIA** agrees to pay **CONSULTANT** for **CONSULTANT'S** services at such rate as established by **CONSULTANT** and **CLIVIA** from time to time and **CONSULTANT** will submit a written report on a weekly basis describing the days worked and the nature of the work completed. **CLIVIA** shall not be responsible for deducting from fees paid under this Agreement any taxes, unemployment, social security, or other expenses. Regardless of the nature or duration of **CONSULTANT'S** services to **CLIVIA** under this Agreement, **CONSULTANT** understands and agrees that as an independent contractor, under no circumstances will s/he be eligible for, or entitled to participate in, any of **CLIVIA'S** employee benefit plans or programs which may be in effect for the regular full-time employees of **CLIVIA**, including, without limitation, any pension, retirement, or 401(k) plan; any stock option, bonus plan; any life or health insurance plan; or leave plans.

4. **CONSULTANT** understands and agrees that **CONSULTANT** will be paid for all work performed up to the effective date of termination but that all other obligations of **CLIVIA** to the **CONSULTANT** will terminate upon the termination of this Agreement. **CONSULTANT** further understands and agrees that **CLIVIA** is under no obligation to employ her as an employee either during or upon completion of any services under this Agreement. Upon termination the **CONSULTANT** shall provide **CLIVIA** with a final statement and return all property of **CLIVIA**.

5. **CONSULTANT** acknowledges that his/her obligations under this Agreement are special, unique and extraordinary and in the event of any breach or threatened breach of this agreement by her, **CLIVIA** would sustain substantial and irreparable injury and damage in an amount and of a character difficult to ascertain. Accordingly, in addition to any other relief to which **CLIVIA** may otherwise legally or equitably be entitled, **CLIVIA** shall also be entitled to immediate temporary, interim and/or permanent injunctive relief to prevent any such breach or threatened breach and/or the continuation thereof, through appropriate legal proceedings without proof of actual damages that have been or may be incurred by **CLIVIA** with respect to such breach or threatened breach. Furthermore, should **CLIVIA** prevail in any legal action or proceeding brought by it to enforce, defend or interpret any of the terms of the provision of this Agreement, it shall be entitled to recover (in addition to such other remedies as shall be awarded to it in such legal action or proceeding) from the non-prevailing parties its reasonable attorneys' fees and all other costs incurred by it in the prosecution of such action or proceeding, whether or not such action or proceeding proceeds to trial or appeal. In addition, the prevailing party shall be entitled to recover from the non-prevailing parties' post-judgment legal fees incurred by it in enforcing a judgment against a non-prevailing party.

6. The undersigned acknowledges that **CLIVIA** has relied and will rely upon this Agreement in utilizing the services provided by the undersigned.

In witness whereof, the parties have executed this Agreement as of the date first written above.

“CONSULTANT”

“CLIVIA”

Signature

Signature

Printed Name

Printed Name

Address

Title

Address

City, State, Postal Code