

CONSULTING & ADVISORY SERVICE AGREEMENT

This Agreement is made and entered into this	day of	, 2	20,	between BRUGLER MA	RKETING &
MANAGEMENT, LLC, a Nebraska limited liability	corporation ("Brugler N	M&M"), whose	e princij	pal business address is 190	08 N 203 rd St,
Omaha, Nebraska 68022; and					("CLIENT"), whose
farm or principal place of business is located at					·
Addre	ess	city	state	zip	
	RECITAL	S:			

Whereas Client would like to receive information products ("product") detailed in the Services Schedule from Brugler M&M, and in consideration of the covenants and conditions herein, the parties agree as follows:

- 1. <u>Services to be provided</u>. Brugler M&M will provide Product as detailed on the Services Schedule, which is incorporated by reference into this agreement. Said Schedule controls content, delivery methods and pricing. Brugler M&M will deliver or transmit the information to CLIENT via Internet, fax transmission, telephone, e-mail or any other method as outlined on the Services Schedule
- 2. <u>Protected material</u>. CLIENT agrees that the data and analysis (Product) remains the property of Brugler M&M and agrees that its license for use of the Product is confined to the CLIENT and any employees or wholly owned subsidiaries. Forwarding of e-mail or fax copies to any other person or entity is expressly prohibited without written consent from Brugler M&M. Re-distribution of all or any portion of the content in any medium is strictly prohibited and without such written consent shall constitute an immediate breach of this agreement.
- 3. <u>Term</u>. The initial term of the Agreement shall be for a period of 90 days ("the introductory period") beginning on the date first written above. Upon conclusion of such introductory period, this Agreement shall automatically be renewed for successive renewal terms of twelve (12) months each, unless terminated by either Brugler M&M or CLIENT. Such termination shall be by written notice to the other at least 15 days in advance of the expiration date of the initial term or current renewal period of this Agreement.
- 4. <u>NO WARRANTY</u>. BRUGLER M&M MAKES NO WARRANTY, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA OR SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL CLIENT OR BRUGLER M&M BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY LOSS, LIABILITY, DAMAGE OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES BY CLIENT OR BRUGLER M&M, UNLESS SUCH LOSS, LIABILITY, DAMAGE OR EXPENSE SHALL BE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR BRUGLER M&M. IN NO EVENT WILL CLIENT OR BRUGLER M&M BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES BY BRUGLER M&M.
- 5. <u>Indemnification</u>. CLIENT and Brugler M&M agree to indemnify and hold harmless each other, their officers, directors, employees and agents from and against any, and all claims, demands, liability, loss, cost, damage, penalty or expense, including attorney's fees and costs of settlement, resulting from or arising out of (i) the failure of either party to comply with any covenant or condition set forth in this Agreement; (ii) the violation by either party of any applicable statute, law or regulation in the performance of this Agreement; (iii) the inaccuracy of any representation made by either party in this Agreement.
- 6. <u>Delays in Performance</u>. The performance by Brugler M&M and CLIENT of any of their respective obligations or undertakings provided for in this Agreement shall be excused and no default shall be deemed to exist in the event and so long as the performance of any such obligation is prevented, delayed, retarded or hindered by any act of God, fire, earthquake, tornado, flood, explosion, action of the elements, riot, failure of transportation, terrorist acts, electrical outage or communications equipment, action of labor unions, laws, orders of government authorities, or any other cause beyond the control of Brugler M&M or CLIENT, as the case may be.

- 7. <u>Notices</u>. Any and all written notices or communications shall be made to the respective parties at their addresses indicated in the first paragraph of this Agreement or at such other addresses as the parties may indicate in a written notice.
- 8. <u>Severability</u>. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions contained in this Agreement, which provisions shall remain in full force and effect.
- 9. <u>Choice of Law.</u> This Agreement shall be subject to and interpreted in accordance with the substantive laws of the state of the defendant if any claim, suit or action should occur as a result of this Agreement.
- 10. <u>Binding Effect.</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives; provided, however, that the rights, duties and privileges of either party hereunder may not be assigned or otherwise transferred by it, in whole or in part, without the prior written consent of the other party.
- 11. Entire Agreement. This Agreement and the attached Services Schedule constitute the entire understanding of the parties hereto with respect to the subject matter of this Agreement and shall supersede all prior offers, negotiations and agreements with respect to such subject matter. Any provision of any party's invoices, statements, orders, acknowledgments or other forms which is inconsistent with or in addition to the provisions of this Agreement shall be of no force or effect unless specifically agreed to in writing by the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BRUGLER MARKETING & MANAGEMENT, LLC	CLIENT		
By:	Ву:		
Name Typed:	Name Typed:		
Title:	Title: (if any)		