

# THE BLACK TAI SALT COMPANY

INDUSTRIAL SALT DIVISION

441 Fairview Avenue | Fairview, NJ 07022  
Fax: (201) 444-5841

## CONSULTING AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between The Black Tai Salt Company whose address is 441 Fairview Avenue, Fairview, NJ 07022, hereinafter referred to as the "Consultant", and \_\_\_\_\_, whose principal place of business is located in The State of \_\_\_\_\_ hereinafter referred to as "Company".

WHEREAS, the Company desires to engage the services of the Consultant, who for all intent and purpose of this engagement is an independent contractor and not an employee of the Company, to perform for the Company consulting services regarding the ability to locate and communicate with independent salt manufacturers that will supply Company with product for its own distribution; and

NOW, THEREFORE, it is agreed as follows:

1. Term. The respective duties and obligations of the contracting parties shall be for a period of one year commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2009 and may be terminated by either party giving sixty (60) days' written notice to the other party at the addresses stated above or at an address chosen subsequent to the execution of this agreement and duly communicated to the party giving notice.
2. Consultations. Consultant shall be available to consult with the Company at reasonable times, concerning matters pertaining to the location and communication with independent salt manufacturers that will supply Company with product for its own distribution.
3. Liability. With regard to the services to be performed by the Consultant pursuant to the terms of this agreement, the Consultant shall not be liable to the Company, or to anyone who may claim any right due to any relationship with the Company, for any acts or omissions in the performance of services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts or omissions of the Consultant are due to willful misconduct or gross negligence. The Company shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to the Company pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Consultant and the Consultant is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction. The Black Tai Salt Co. limits its liability to sourcing of products and not the movement of any product or procurement of any equipment. The Black Tai Salt Co. is not responsible for the outcome of any sale, any additional detention, demurrage, or any other said transportation costs. The Company is responsible for all fees, excess or normal and holds the consultant harmless.
4. Compensation. The Consultant shall receive a rate of \$X from the Company for each standard US ton (not measured in Metric Tons) of products purchased during the terms of this contract. The tonnage is based off of the initial tonnage request by The Company. In addition, the Company shall reimburse the Consultant at the rate of \$X per standard US ton for sourcing any other services required. These services include, but are not limited to: Customs Clearance, Drayage, Rail, Intermodal Transportation, Storage, Product Distribution, etc. The Company shall reimburse the Consultant per diem for any reasonable out of pocket expenses incurred by the Consultant pursuant to the terms of this agreement. These out of pocket expenses include, but are not limited to travel expenses necessary for the execution of the project, including rail, taxi, bus, air, rental vehicles, private car rental, and highway mileage in company or personal vehicles, which will be charged at current legal limit per mile. The following expenses will be billed at the direct rate: accommodations, all meals at cost, telephone/fax charges, postage and shipping/courier services, in-house printing and reproduction, other project expenses: photocopying, laser printing, and so forth. For all travel outside the contiguous United States, The Consultant will be accompanied by two or more staff members to be covered under the terms of agreement set forth within this document. When traveling within the contiguous United States the Consultant will travel with one member of said support staff. All expenses from support staff as well as The Consultant are to be covered by terms of this agreement. The Consultant shall pay taxes as an independent contractor.

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*Unleash Earth's Natural Energy™*

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Travel Time will be billed by the day at the below rates. The Consulting firm shall be compensated at the following rates for any travel longer than 12 hours.

DAILY RATE	PROFESSIONAL LEVEL
\$2750	MANAGING DIRECTOR
\$1100	SENIOR CONSULTANT
\$325	DATA ANALYSTS
\$315	RESEARCH ANALYST
\$275	SECRETARIAL

The Consultant shall submit itemized statements of services performed and expenses incurred during any particular month by the fifth (5th) day of the next succeeding month. The amount shall be paid to the Consultant by the fifteenth (15th) day of the latter month.

5. Fee for Services. For the initial transaction, which is tentatively scheduled for \_\_\_\_\_ 2009, a fee of \$X is due and owing to the Consultant by the Company within three business days or \_\_\_\_\_ 2009. Any purchases made subsequent to the initial transaction by the Company shall be paid to the Consultant by the Company at a rate of \$X per ordered ton within five business days within order placement.

6. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Bergen County, State of New Jersey. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Initial Here \_\_\_\_\_

\_\_\_\_\_  
"Company"

\_\_\_\_\_  
Signature of Legal Company

\_\_\_\_\_  
"Consultant"  
The Black Tai Salt Company  
APPROVED BY: \_\_\_\_\_

Notary Stamp:

Notary Details: \_\_\_\_\_  
\_\_\_\_\_

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