

AGREEMENT FOR CONSULTING SERVICES

Between

And

ZOKO CONSULTING SERVICES, INC.

This Agreement made and entered into as of this 1st day of _____ by and between _____ (hereinafter referred to as "Customer") and Zoko Consulting Services, Inc., 656 Newark Road, Granville, Ohio 43023-1478 (hereinafter referred to as "Zoko").

WHEREAS, the Customer wishes to obtain consulting or management services to review the electric and natural gas utility services provided to various accounts of Customer;

WHEREAS, Zoko is willing to provide such consulting or management services on these and other such matters as may be requested;

NOW THEREFORE, in consideration of the premises and covenants and agreements herein contained, Customer and Zoko agree as follows:

1. It is understood and agreed that the Customer shall pay Zoko at the hourly rate of Two Hundred and Fifty Five Dollars (\$255.00) per hour if work is being performed by Chas. Pavalko, Jr. It is understood and agreed that the Customer shall pay Zoko at the hourly rate of One Hundred and Seventy Five Dollars (\$175.00) per hour if work is being performed by Robert B. Lewis. In addition, Customer shall compensate Zoko for any reasonable out of pocket expenses incurred in conjunction with furnishing said services. Zoko shall render monthly detailed invoices and payment shall be due within thirty (30) days of the date of each invoice. For any invoiced amount outstanding for more than thirty days from the date of such postmark, the Customer shall pay, each month, an additional charge equal to one and one-half percent (1.5%) multiplied times each such outstanding balance.
2. It is understood and agreed that for the compensation stated herein, Zoko shall provide consulting or management services to Customer on matters designated to be reviewed by the Customer. It is understood that Zoko shall have no authority to make any decisions for Customer and that all decision making authority resides with Customer unless otherwise specifically delegated.
3. It is understood and agreed that Zoko shall report to and receive directions from _____ or other such designated employee(s) of Customer.

4. Zoko acknowledges and agrees that the information it may acquire about the Customer (or those entities that it represents) is valuable, unique and confidential. Zoko agrees faithfully to keep in strict confidence proprietary or confidential information it may acquire in its normal course of business with Customer. Zoko shall not, at any time, during or after the term of this Agreement disclose all or any part of such confidential information.

5. The initial term of this Agreement shall begin on the date first written above and shall end on December 31, 201_. Unless terminated by either party within thirty (30) days written notice, this Agreement shall continue beyond the initial term for additional periods of twelve (12) calendar months each. It is understood and agreed that the hourly rate specified above shall increase by ten dollars (\$5.00) per hour on January 1st of each year and said increased hourly rate will be applicable for the following twelve months.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate originals as of the day and year first written above.

_____.

SIGNATURE: _____

BY: _____

TITLE: _____

ZOKO CONSULTING SERVICES, INC.

SIGNATURE: _____

BY: Charles Pavalko, Jr.

TITLE: President