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Consulting Agreement

THIS CONSULTING AGREEMENT is made on May __, 201__, by and between _____ ("Consultant") and Washington Corporation an Illinois corporation (the "Company").

WITNESSETH

WHEREAS, Company is engaged in the business of manufacturing, distributing and selling dental products.

WHEREAS, Consultant has extensive expertise in marketing, distribution and sales of various products.

WHEREAS, Company has requested Consultant to put in place marketing and distribution networks and sell Washington Dental products, and such other services as described on Exhibit A attached hereto (the "Services"). The Services described herein are subject to change from time to time.

WHEREAS, Consultant desires to provide such Services to the Company on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, and other valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Services

Company hereby appoints Consultant, subject to the terms and conditions set forth herein as its Consultant, to put in place marketing and distribution networks and sell Washington Dental products, and to provide such other Services as described on Exhibit A attached hereto. In performing the Services, Consultant shall report to _____. Furthermore, the Company hereby designates Washington Dental USA, Inc. ("Agent") to act as its agent in the United States to interface with Consultant.

2. Independent Contractor

Consultant will be considered, for all purposes, an independent contractor, and it will not, directly or indirectly, act as an agent, servant or employee of Company, or make any commitments or incur any liabilities on behalf of Company without their prior written consent.

3. Term of Agreement

The term of this Agreement shall be for a period of _____ (__) years (the "Term of Agreement"), unless sooner terminated in accordance with the terms hereof. Notwithstanding the foregoing, this Agreement may be terminated at any time at will by either party upon not less than thirty (30) days after prior written notice to the other party occurs, and this Agreement may be immediately terminated without prior notice by either party upon the occurrence of a failure of the other party to perform any duty, covenant or obligation contained or referred to herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the non-defaulting party.

4. Survival of Certain Obligations

Consultant agrees that notwithstanding the termination of this Agreement pursuant to Section ___ hereof, Sections _____ shall survive any such termination and remain in full force and effect.

5. Terms of Payment

Company shall pay Consultant for performance of the Services described herein pursuant to the compensation in Schedules attached hereto as Schedule B.

6. Confidential Information

Consultant agrees not to use or disclose to anyone other than employees of Company and the Agent, during the term of this Agreement and for a period of one (1) year thereafter, any Confidential Information (as hereinafter defined). For purposes of this Agreement, "Confidential Information" is (a) information related to products of the Company, and (b) information which relates to Company' customers or affiliates.

7. Restrictive Covenants

- a) Restrictions. The Company is engaged in the business of manufacturing, distributing and selling dental products. Consultant acknowledges that the Company's business and services are highly specialized, the identity and particular needs of the Company's customers and

suppliers are not generally known, and the documents and information regarding the Company's customers, suppliers, services, methods of operation, sales, pricing, and costs are highly confidential and constitute trade secrets. Consultant further acknowledges that the services rendered to the Company by Consultant have been or will be of a special and unusual character which have a unique value to the Company and that Consultant has had or will have access to trade secrets and confidential information belonging to the Company, the loss of which cannot adequately be compensated by damages in an action at law.

- b) **Covenant Against Engaging in Business with Company's or Agent's Customers.** During the term of Consultant's employment with the Company and for a period of one (1) year from the voluntary or involuntary termination of Consultant's employment with the Company for any reason whatsoever, Consultant will not, directly or indirectly solicit or transact any business with any entity which is or was a customer of the Company or Agent during the Term of Agreement.

8. Protection of Consultant's Information

- (a) Neither the Company nor Agent shall, at any time during or after the Term of Agreement and for a period of one (1) year thereafter, in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, corporation or other entity, or use for its own benefit or for the benefit of any person, firm, corporation or other entity, and not for the benefit of Company or Agent, any of Consultant's customers, as listed on Exhibit B attached hereto, which were acquired from Consultant during the term of his consulting with the Company. Said client list is and shall remain the sole property of Consultant, unless otherwise provided for in this Agreement.
- (b) It is mutually recognized and agreed that irreparable injury will result from any breach of any covenant contained in Section ____, and that such injury would be difficult if not impossible to ascertain. Therefore, the parties hereby agree that any remedy at law for any actual or threatened breach will be inadequate, and that the non-defaulting party shall be entitled to specific performance, without the necessity of proving actual damages by reason of any such breach. The terms of this Section __ and the covenants and obligations herein shall survive termination of this Agreement.

9. Indemnification

Consultant does hereby agree to defend, indemnify and hold harmless the Company, and its trustees, officers, employees, agents, contractors, and servants from any and all claims and liabilities of any type or nature whatsoever arising out of any act, omission or negligence by Consultant, its officers, employees, agents, contractors or servants which may now or hereafter arise out of or result from or in any way be related to the provision of Services pursuant to this Agreement.

10. Amendment

This Agreement may be modified, amended or supplemented only by a writing signed by authorized executive officers of the parties hereto.

11. Continuation of Consultant's Services

Consultant agrees to continuously provide the Services in a manner similar to which they are currently performed during the Term of Agreement and any renewal term thereafter.

12. Subcontractors

Consultant shall not enter into any subcontracts for any of the work contemplated under this Agreement except in writing and with the prior written approval of the Company. This Agreement shall be incorporated by reference in every such contract. Consultant hereby agrees that all subcontractors shall be subject to any terms and conditions that the Company, in its sole discretion, may deem necessary.

13. Excuses for Nonperformance

Consultant's obligation to perform Services hereunder shall be excused without liability when prevented by strike, act of God, governmental action, accident or any other condition beyond its reasonable control. Consultant agrees to resume performance of Services as soon as practicable following cessation of such condition.

14. Assignment and Successors

Consultant shall not assign this Agreement whether by operation of law or otherwise in part or in full except in writing and with the prior written approval of the Company and subject to such terms and conditions as the Company, in its sole discretion, may deem necessary. This Agreement shall be incorporated by reference into any such assignment and any assignee shall comply with all the terms and conditions of this Agreement. This

Agreement shall be binding among the parties hereto and their successors and assigns.

15. Waiver of Performance

Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

16. Entire Agreement; Conflicting Provisions

This Agreement together with the Schedules hereto constitutes the entire agreement between the Company and Consultant with respect to the subject matter hereof and no representation or statement not contained in the main body of this Agreement or such Schedules shall be binding upon Consultant or Company as a warranty or otherwise. In the event of any conflict between the terms of the main body of this Agreement and any of the Schedules hereto, the terms of the main body of this Agreement shall govern.

17. Governing Law

This Agreement shall be construed by and governed under the laws of the State of Illinois excluding its principles of conflicts of laws and the parties hereby irrevocably agree to submit to the jurisdiction and venue of the courts of the State of Illinois to resolve any dispute arising hereunder or relating hereto.

18. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served on or given to any party shall be in writing and shall be deemed properly delivered or served when personally delivered to the party to whom directed, or in lieu of such personal service, when sent by registered or certified U.S. mail, return receipt requested, postage prepaid, addressed as follows:

If to Company: _____

If to Consultant: _____

Any party may change its address for the purposes of this Section 10.9 by giving written notice of such change to the other party listed above in the manner provided for herein.

19. Headings

The headings contained in this Agreement are for convenience of purpose only and shall have no effect upon the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal effective the date first above written.

COMPANY

By: _____
Its: _____

By: _____
Its: _____

AGENT

CONSULTANT

By: _____
Its: _____

LAWYERS MENTOR