



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("the Agreement") dated

this _____ day of _____, _____.

CLIENT

(the "Client")

CONSULTANT

Hawkeye PSD LLC
5323 N Stetson Dr.
Prescott Valley, AZ 86314

(the "Consultant")

BACKGROUND:

A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.

8. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):

- Security Driver

Security Driver will accompany Client as a member of Client's party for the purpose of facilitating safe and secure transportation by road throughout the duration of the trip, or for a time specified and understood by both Client and Hawkeye PSD LLC, its agents, representatives, contractors, and employees.

A Security Driver operates a passenger vehicle to transport the client and his party to and from destinations during the agreed-upon time period within the region specified and understood by Client and Security Driver assigned by Hawkeye PSD LLC.

Driver's duties include the safe operation of the transport road-bound vehicle used to carry the Client and Client's party, negotiating traffic, mapping, routing, fueling, and incidental maintenance during the trip, render basic first aid to members of Client's party when or if needed up to the Security Driver's medical capability and capacity given his or her skill level and equipment supply, protects the vehicle as best he or she can, maintains vehicle cleanliness and serviceability.

A Security Driver is not a mechanic, bodyguard, or personal servant, and is not expected to make mechanical repairs or escort Client or anyone in the Client's party away from the transport vehicle.

A Security Driver is not expected, and cannot be forced to enter or remain in places that are, in the Driver's opinion, dangerous, or work when so ill or fatigued as to impair his or her ability to operate a road vehicle safely. A Security Driver is not expected to tolerate blatantly disrespectful, demeaning, insulting, or threatening behavior. A Security Driver is not expected and cannot be forced to engage, facilitate, accommodate, or condone illegal activity or behavior.

2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party can do so immediately by serving written notice on the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USO (US Dollars).

COMPENSATION

7. The Consultant will charge the Client for the Services at the rate of \$0.00 per hour (the "Compensation").

8. The Client will be invoiced every week.

9. Invoices submitted by the Consultant to the Client are due upon receipt.

REIMBURSEMENT OF EXPENSES

10. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.

11. Pre-approval is not required for expenses.

CONFIDENTIALITY

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

13. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.

14. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

15. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

16. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

RETURN OF PROPERTY

17. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

18. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

RIGHT OF SUBSTITUTION

19. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

20. In the event that the Consultant hires a sub-contractor:

- the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

AUTONOMY

21. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision-making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

22. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

23. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

24. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. _____

b. Hawkeye PSD LLC

5323 N Stetson Dr

Prescott Valley AZ 86314

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSE

26. Client is responsible for any and all expenses incurred during the period of time when Security Driver is providing service. This includes transportation and accommodations to and from the Security Driver's home, operations base, or Hawkeye PSD LLC offices to provide services to Client, or for Security Driver to return home after termination of service regardless of why, how, or when service is terminated.

At any time, the Client or Hawkeye PSD LLC, its agents, representatives, contractors, or employees can terminate the service.

Client is financially responsible for any and all expenses incurred in returning Security Driver to his or her point of service origin, home, operations base, or Hawkeye PSD LLC office.

MODIFICATION OF AGREEMENT

27. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

28. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

29. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

30. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

31. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

32. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

33. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

34. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona.

SEVERABILITY

35. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

36. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF _____ and _____
have duly affixed their signatures under hand and seal on this _____ day of _____.

(Client)

Hawkeye PSD LLC

Per: _____ (Seal)

Officer's Name: _____