

Strategic Alliance Agreement

This Strategic Alliance Agreement (this "Agreement") is entered into as of the ____ day of _____, 1998 (hereinafter referred to as the effective date of the Agreement), by and between SMALL CORPORATION, a Georgia corporation (hereinafter referred to as "Small"), and LARGE CORPORATION, a Delaware corporation (hereinafter referred to as "Large").

WITNESSETH:

WHEREAS, Small and Large wish to enter into a strategic alliance to market and perform certain complementary business consulting services;

NOW, THEREFORE, in consideration of the foregoing and of the mutual premises hereinafter expressed, the parties hereto do mutually agree as follows:

ARTICLE I. SCOPE OF STRATEGIC ALLIANCE.

A. Small shall, in a professional manner, take all steps necessary to market and perform its Business Improvement Program and its other services (collectively the "Small Services") for clients referred to Small by Large. Any engagement to perform Small Services shall be on such terms and conditions as Small may approve in its sole discretion. Small will perform, schedule, staff and manage all Small Services. Notwithstanding the foregoing, Large may, at its election, bill the client directly for Small Services and under such circumstances Small shall bill Large the pre-agreed amount for the engagement as adjusted by any client-approved change orders; otherwise, Small will bill the client directly. Large agrees to include reference to Small in each contract and proposal involving Small Services. Small's Business Improvement Program ("BIP"), and other proprietary information and associated products, copyrights, trademarks, trade names and logos developed by Small shall remain the property of Small and reference to Small's rights shall be made in all uses of such materials in at least 12 point type.

B. Large shall, in a professional manner, take all steps necessary to market and perform its business management consulting services (collectively the "Large Services") for clients referred to Large by Small. Any engagement to perform Large Services shall be on such terms and conditions as Large may approve in its sole discretion. Large will perform, schedule, staff and manage all Large Services.

ARTICLE II. PERIOD OF PERFORMANCE.

This Agreement shall be effective as of the date first set forth above and, shall expire on the later of (i) five (5) years from the date hereof, or (ii) with respect to any projects identified in any contract for which Large is billing the client directly, upon the completion of Small's Services and receipt of

payment by Small from Large for said services. This Agreement shall be automatically renewed for successive one year periods unless either party gives written notice of termination to the other party at least thirty (30) days prior to the date of expiration. Notwithstanding the foregoing, this Agreement shall be earlier terminated (x) by mutual agreement of the parties, or (y) at any time upon sixty (60) days advance written notice to the other party. Time is of the essence in this Agreement.

ARTICLE III. MANAGEMENT.

Each party shall designate a partner, officer or other senior person to be responsible for the overall administration of this Agreement. Large shall have ultimate responsibility for client relationships for those clients that it elects to bill directly for Small Services and Small will respond to Large's direction.

ARTICLE IV. CONFIDENTIAL INFORMATION.

The parties acknowledge and agree that in the course of the performance of the Large Services and the Small Services (collectively, the "Services") or additional services pursuant to this Agreement, that each may be given access to, or come into possession of, confidential information of the other party which information may contain trade secrets, proprietary data or other confidential material of that party. Therefore the parties have executed a Non-Disclosure Agreement which is attached hereto as Exhibit A, and incorporated by reference as if fully set forth herein. Materials used in any engagement undertaken pursuant to this Agreement shall not be altered or changed without the consent of both parties.

ARTICLE V. NO PARTNERSHIP.

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between Large and Small, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing. The parties do not contemplate a sharing of profits relating to the Large Services or the Small Services so as to create a separate taxable entity under Section 761 of the Internal Revenue Code of 1986, as amended, nor co-ownership of a business or property so as to create a separate partnership under the law of any jurisdiction, including, without limitation, Georgia or Delaware. Accordingly, for tax, property and liability purposes Large will provide the Large Services, and Small will perform the Small Services, each on a professional basis and as an independent contractor of the other. Revenues and expenses relating to the Services and any additional services shall be reported separately by the parties for tax purposes. During the performance of the any of the Services, Large's employees will not be considered employees of Small, and vice versa, within the meaning or the applications of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind. Large's personnel who are to

perform the Large Services or additional services to be provided by Large hereunder shall be under the employment, and ultimate control, management and supervision of Large. Small's personnel who are to perform the Small Services or additional services to be provided by Small hereunder shall be under the employment, and ultimate control, management and supervision of Small. It is understood and agreed that Small's employees shall not be considered Large's employees within the meaning or application of Large's employee fringe benefit programs for the purpose of vacations, holidays, pension, group life insurance, accidental death, medical, hospitalization, and surgical benefits, and vice versa.

ARTICLE VI. TRADEMARK, TRADE NAME AND COPYRIGHTS.

Except as expressly provided herein, this Agreement does not give either party any ownership rights or interest in the other party's trade name, trademarks or copyrights.

ARTICLE VII. INDEMNIFICATION.

Each of Large and Small, at its own expense, shall indemnify, defend and hold the other, its partners, shareholders, directors, officers, employees, and agents harmless from and against any and all third-party suits, actions, investigations and proceedings, and related costs and expenses (including reasonable attorney's fees) resulting solely and directly from the indemnifying party's negligence or willful misconduct. Neither Large nor Small shall be required hereunder to defend, indemnify or hold harmless the other and/or its partners, shareholders, directors, officers, directors, employees and agents, or any of them, from any liability resulting from the negligence or wrongful acts of the party seeking indemnification or of any third-party. Each of Large and Small agrees to give the other prompt written notice of any claim or other matter as to which it believes this indemnification provision is applicable. The indemnifying party shall have the right to defend against any such claim with counsel of its own choosing and to settle and/or compromise such claim as it deems appropriate. Each party further agrees to cooperate with the other in the defense of any such claim or other matter.

ARTICLE VIII. NON-SOLICITATION OF PERSONNEL.

Small and Large agree not to engage in any attempt whatsoever, to hire, or to engage as independent contractors, the other's employees or independent contractors during the term of this Agreement and for a period of six (6) months following expiration or termination of this Agreement except as may be mutually agreed in writing.

ARTICLE IX. INTELLECTUAL PROPERTY

Work performed on engagements pursuant to this Agreement by either Large and/or Small and information, materials, products and deliverables developed in connection with engagements pursuant to this Agreement shall be the property of the respective parties performing the work or

creating the information. All underlying methodology utilized by Small and Large respectively which was created and/or developed by either prior to the date of this Agreement and utilized in the course of performing engagements pursuant to this Agreement shall not become the property of the other. Each party's rights, titles and interests are described in the Non-Disclosure Agreement attached hereto as Exhibit A.

ARTICLE X. GENERAL PROVISIONS.

A. Entire Agreement: This Agreement together with all documents incorporated by reference herein, constitutes the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement cannot be modified, changed or amended, except for in writing signed by a duly authorized representative of each of the parties.

B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.

C. Assignment and Delegation: Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without prior express written approval of the other party.

D. Notices: Any notice required or permitted to be given under this Agreement shall be in writing, by hand delivery, commercial overnight courier or registered or certified U.S. Mail, to the address stated below for Small or to the address stated below for Large, and shall be deemed duly given upon receipt, or if by registered or certified mail three (3) business days following deposit in the U.S. Mail. The parties hereto may from time to time designate in writing other addresses expressly for the purpose of receipt of notice hereunder.

If to Large:

If to Small:

E. Severability: If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

F. Governing Law: This Agreement shall be governed by and construed in accordance with the

laws of the State of Georgia without giving effect to its choice of law principles.

G. Paragraph Headings: The paragraph headings set forth in this Agreement are for the convenience of the parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

H. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I. Exhibits: The Exhibits attached hereto are made a part of this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have caused this Agreement to be executed as of the date first written above.

LARGE CORPORATION

SMALL CORPORATION

By: _____

By: _____

Name: _____

Name: _____

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