



CONSULTING AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as CLIENT, and TRISTEM, LTD., hereinafter referred to as TRISTEM or CONSULTANT, and covers the relationship of CONSULTANT and CLIENT.

Utility Bill Audit

TRISTEM will conduct an audit of prior utility billing and payments to determine that amounts billed by vendors have been accurate. TRISTEM will also determine if there are alternative rates or other mechanisms that would result in savings for CLIENT's accounts. TRISTEM will notify CLIENT of the results of the audit, will seek to obtain refunds from vendors for any past overbillings which have occurred, and will work to implement all CLIENT approved savings measures. As a fee for these services, CLIENT agrees to pay TRISTEM 30% of any refunds CLIENT receives from its utility providers as a result of TRISTEM'S services or audit process, or any part thereof, plus 30% of any approved and implemented savings (billing reductions) resulting from TRISTEM'S work for a period of twelve (12) months beginning with the first month during which savings are realized.

Franchise Fee Audit

TRISTEM will conduct an audit of prior utility franchise fee payments made to the CLIENT to determine that amounts paid by utility vendors have been accurate. TRISTEM will notify CLIENT of the results of the audit, will seek to obtain refunds from utility vendors for any past underpayments which have occurred, and will work to implement all franchise fee correction measures. As a fee for these services, CLIENT agrees to pay TRISTEM 30% of any reimbursements CLIENT receives from its utility providers as a result of TRISTEM'S services or audit process.

Consultant Fees

CONSULTANT'S fee is not due until CLIENT receives refunds and/or billing reductions from utility vendor(s). CLIENT agrees to pay CONSULTANT'S fee within 30 days of receipt of TRISTEM's invoice, whether refund is in the form of cash, credit to accounts, in-kind contributions or any other form of payment or reimbursement. If future considerations are given in lieu of refunds, TRISTEM will receive the same percentage of the value of the future considerations, as TRISTEM would have received for refunds obtained.

CLIENT retains TRISTEM for audit services for (please check desired services):

- _____ Electric (including metered & unmetered accounts)
- _____ Natural Gas
- _____ Water/Sewer
- _____ Waste
- _____ Telecommunications (includes local, long distance and cellular)
- _____ Franchise Fees
- _____ Sales Taxes
- _____ Other _____

AGREED AND ACCEPTED:

CLIENT: _____

BY: _____
Signature Title

DATE: _____

TRISTEM, LTD.

BY: _____
Signature Title

DATE: _____