

## CONSULTING AGREEMENT

THIS AGREEMENT, effective as of the \_\_\_ day of \_\_\_\_\_, 201\_, is by and between Welbilt FSG US Holding, LLC (“Company” herein), a limited liability company duly organized and existing under the laws of the State of Delaware with a place of business at 2227 Welbilt Boulevard, New Port Richey, FL and \_\_\_\_\_, (“Consultant” herein), a with a place of business at \_\_\_\_\_.

WHEREAS, Company and Consultant are mutually desirous that Consultant perform certain consulting services in accordance with the provisions hereof;

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, Company and Consultant agree as follows:

1. Consultant is hereby retained by Company as of the effective date set forth above continuing through \_\_\_\_\_ unless sooner terminated pursuant to section 7 hereof (said period being hereinafter referred to as the “Term of this Agreement”). Consultant shall carry out the scope of work (hereinafter the “Work”) as set forth in Exhibit A attached hereto and made a part hereof. Consultant shall work at Consultant’s own offices as necessary to carry out the duties and obligations under this Agreement, and will make visits to other locations as necessary and as set forth in the Proposal.
2. Company agrees to pay Consultant in consideration of this Agreement and the services to be performed hereunder by Consultant in accordance with the schedule set forth in Exhibit A. Company shall also reimburse Consultant for any reasonable out-of-pocket expenses as described in Exhibit A upon being presented with receipts for said expenses.
3. Consultant shall perform the Work in accordance with good standards and practices within the industry.
4. In view of the confidential relations between Consultant and Company, and of the payments to be made to Consultant, Consultant hereby agrees:
  - 4.1. To provide written progress reports on daily activities at timely intervals as requested by Company;
  - 4.2. Except as an authorized representative of Company may otherwise consent in writing, not to disclose to any third party, either during or subsequent to the Term of this Agreement, any proprietary or confidential information, knowledge or data of Company which Consultant has obtained prior to or may obtain during said Term, relating to business, commercial or financial matters, processes, methods, machines, manufacturers, inventories, discoveries, or other proprietary matters (whether or not acquired or developed by Consultant), it being agreed that all such information, knowledge, or data shall be held in confidence until such time as it becomes publicly known through no fault of Consultant;

- 4.3. Not to disclose, either during or subsequent to the Term of this Agreement, any proprietary or confidential information, knowledge, or data of any third party, identified as such by Company, which Consultant may obtain in the performance of services pursuant to this Agreement, and which, if disclosed to Company, Company would be obligated to hold in secrecy or confidence, it being agreed that all such information, knowledge or data shall be held in confidence until such time as it becomes publicly known through no fault of Consultant;
- 4.4. To disclose in writing to Company promptly and fully all inventions, designs, technical or business innovations developed or conceived by Consultant solely or jointly with others during the Term of this Agreement that result from or are suggested by any Work done for Company, and that during and subsequent to the Term of this Agreement Consultant will assign to Company all rights pertaining to such inventions, design, and innovations and will give all proper assistance (at Company's expense) as may reasonable be required to enable Company to obtain for itself or its nominees, patents (utility and design), copyrights, or other legal protection for such inventions, designs, and innovations in any and all countries. All such inventions, designs, and innovations shall become and remain the property of Company whether patented or not;
- 4.5. That for a period of three (3) years after the termination of this Agreement neither Consultant nor any of its principals shall perform any services similar to those provided to Company under this Agreement, directly or indirectly, for or on behalf of any competitor of Company or any of its respective subsidiaries or affiliates;
- 4.6. With respect to any information, knowledge or data disclosed to Company by Consultant, that Consultant has the full and unrestricted right to disclose the same to Company without incurring legal liability to others, and that Company shall have full and unrestricted right to use and publish the same as it may deem fit, subject only to such prior rights as may arise under patent or copyright statutes;
- 4.7. That in the conduct of the work under this Agreement, Consultant will comply with all applicable governmental laws and regulations, including those respecting antitrust laws and conflicts of interest, and will follow all applicable policies of Company as exist from time to time and all Company instructions implementing said policies; and,
- 4.8. That Consultant does not have, and will not accept, any obligations inconsistent or incompatible with Consultant's obligations hereunder.

4.9 That Consultant shall disclose on Exhibit B a list of any and all of Consultant's technology, or the technology of any third party, that is or was developed independently of this Agreement and which shall be incorporated by Consultant into the Work. If Consultant fails to advise Company in advance and in writing that it will incorporate any of Consultant's technology, or the technology of any third party not set forth in Exhibit B ("Third Party Technology") into the Work, then Consultant hereby grants Company a non-exclusive, royalty-free, irrevocable, perpetual right and license to make, have made, use, sell, offer for sale, export and import such Third Party Technology.

## 5. INDEMNITY

- 5.1 Consultant agrees to indemnify and hold harmless Company and defend at its own cost and expense any claim or action against Company, its subsidiaries and/or affiliated companies, for actual or alleged infringement of any patent, copyright or other property right pertaining to Consultant's Technology (including, but not limited to, misappropriation of trade secrets), any claim for libel based on any software, program, service data and/or other materials furnished to Company by Consultant pursuant to the terms of this Agreement or the use thereof by Company or any of Company's customers.
- 5.2 Consultant agrees, should Company's use of any service, program, and/or other material furnished by Consultant be enjoined by any court, to promptly obtain, at no expense to Company, the right to continue to use the items so enjoined or, at no expense to Company, provide Company promptly with substitute items that are functionally equivalent to the enjoined products.
- 5.3 Consultant shall be liable for and shall indemnify and hold Company, its subsidiaries and/or affiliated companies harmless for any liability or expense due to claims for personal injury or to property arising out of the furnishing of Consultant's Technology or faulty workmanship, of the service or deliverables provided hereunder as well as any claim for payment of compensation or salary asserted by an employee of Consultant.
- 5.4 Consultant shall not be obligated under this provision to the extent that such claim or action arises with relation to any specific pre-existing work provided or specified by Company for inclusion in the Foodservice Equipment or Development Project.
6. In view of the fact that Consultant is free to offer services to others (subject to the restrictions set forth in sections 4.5 and 4.8 hereof) and inasmuch as Consultant will be free to exercise certain discretion concerning methods and means of performing services hereunder, Consultant's status shall be that of an independent contractor and in no event will Consultant or any of Consultant's employees be considered an employee or agent of Company, as a result of the services performed hereunder, nor will they by reason of the performance of services hereunder be entitled to participate in or receive any benefit or right under any of Company's employee benefit or welfare plans.
7. Any written reports or other original works of authorship that Consultant prepares pursuant to this Agreement shall, for copyright purposes, be considered works made for hire, and all the rights comprised in the copyright therefore shall be owned solely by Company.

8. This Agreement may be terminated by either party at will upon written notice to the other party provided, however, that the obligations of Consultant under sections 4.2, 4.3, 4.4, 4.5 and 4.9 herein shall survive any termination of this Agreement. In the event of such termination, Consultant will be paid for services rendered and reimbursable expenses incurred up to the date of such termination and not hereafter. Payment upon termination will be accepted by Consultant in full satisfaction of all claims and demands against Company based upon or arising out of or in connection with this Agreement.
  
8. Consultant shall provide proof of adequate and acceptable insurance to the Company and shall carry at its expense during the entire term of this Agreement and for three years after its termination, commercial general liability insurance written on an occurrence basis, including without limitation, blanket contractual liability coverage, broad form property damage, fire damage, legal liability coverage, independent contractor coverage, personal injury coverage, operations and products liability coverage, with a combined single limit of not less than five hundred thousand dollars (\$500,000.00) per occurrence for personal injury and property damage. Consultant shall maintain umbrella/excess liability insurance on an occurrence basis at least equivalent to the underlying commercial general liability insurance and which is at least as broad. The amounts of insurance required herein may be satisfied by Consultant purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than one million dollars (\$1,000,000.00) combined single limit and aggregate limit.
  - 8.1 Coverage should be placed with a reputable or financially responsible carrier or carriers with a minimum A.M. Best rating of A. Consultant shall cause its insurers to endorse the required insurance hereunder to waive any rights of subrogation against the Indemnified Parties. This insurance shall name Company as additional insured's under an "Additional Insured-Vendors" endorsement, shall be primary over any insurance maintained by Company, and shall provide that should any of the policies described herein be canceled before the expiration thereof, the insurer shall endeavor to mail to Company at least thirty (30) days' prior written notice of any cancellation or reduction in coverage. Upon execution of this Agreement, and thereafter ten (10) days prior to any renewals, Consultant shall provide Company with a Certificate of Insurance evidencing the coverages herein required.
  
9. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Delaware without regard to that state's conflict of laws provisions.
  
10. This Agreement shall constitute the sole agreement between Company and Consultant with respect to the services to be rendered hereunder, and it shall supersede any and all prior agreements and understanding with respect to such services. In the event of a conflict between the terms of the Agreement and Exhibit A, the terms of the Agreement shall govern. This Agreement may not be modified or amended except by an instrument in writing signed both by Consultant and an authorized representative of Company.

IN WITNESS WHEREOF, Company and Consultant have caused this Agreement to be executed in their respective names.

WELBILT FSG US HOLDING, LLC

[CONSULTANT]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

[Attach scope of work and pricing] Terms as needed

Consulting Fee:. The Consultant agrees to perform the scope of Work described in this Exhibit A.

[PROJECT DETAILS]

### RATE OF PAY

1. Hourly Consultants shall be paid at the rate of \_\_\_\_\_/hour not to exceed eight (8) hours/day, forty (40) hours a week. Prior written approval from Company is required to exceed forty hours (40) per week. Company may impose a maximum amount of billable hours per month. Any excess hours shall require the Company's prior written approval.
2. Travel time, time to book travel, and preparing time cards are not billable time. Consultant shall not be paid for vacation, holiday, or sick time under the terms of this agreement. If Consultant is on a retainer, holidays shall be deducted from the monthly invoice.
3. Consultant shall submit invoice for such services no later than the seventh (7th) day following the last day of any month.
4. Company shall reimburse Consultant for Consultant's reasonable out-of-pocket expenses incurred, and for pre-approved travel out-of-pocket expenses directly related to services rendered by Consultant under this Agreement. Reimbursement shall be subject to Consultant promptly providing to the Company an itemized expense statement and receipts supporting all such reimbursable expenses. Reimbursement shall be made by the Company according to its usual and customary accounting and payment procedures. Communication costs shall not be reimbursed.
5. All travel and purchases require prior Company approval. All pre-approved travel arrangements shall be booked through the Company travel agent or by the assistant to commercial business development. Expenses shall follow the "Welbilt Travel Policy."
6. Consultant shall be solely responsible for all self business insurance costs.

Exhibit B  
Consultant's Technology