

## CONSULTING CONTRACT

This Contract, effective April 1, 2019, is made by and between S.H. Bell Company, 644 Alpha Drive, P.O. Box 11495, Pittsburg, PA 15238-3190 and Jay D. Doherty & Associates, 210 E. Pearson Street, #9B, Chicago, Illinois 60611.

1. **Term of Contract.** This Contract is effective from April 1, 2019 through September 30, 2019 and continues from month to month thereafter until terminated in writing. The Contract may be terminated by either party and for any reason, effective 30 days after written notice is delivered.

2. **Services:** S.H. Bell Company retains Jay D. Doherty to promote S.H. Bell Company and its business matters.

3. **Confidentiality.** Jay D. Doherty acknowledges that certain of S.H. Bell Company's valuable, confidential and proprietary information may come into its possession. Accordingly, Jay D. Doherty agrees that all such information furnished will remain the exclusive property of S.H. Bell Company, and Jay D. Doherty agrees to hold all information it obtains from or about S.H. Bell Company in strictest confidence. Jay D. Doherty also will not communicate S.H. Bell Company's information in any form to any third party without S.H. Bell Company's prior written consent.

4. **Compensation.** In consideration for Jay D. Doherty's services, S.H. Bell Company agrees to pay Jay D. Doherty \$5,500 per month. The first monthly payment of \$5,500 is due upon execution of this Contract and each subsequent monthly payment is due on the first day of each subsequent month. Jay D. Doherty invoices are payable on receipt.

5. **Independent Contractor.** The parties hereto agree that Jay D. Doherty will act as an independent contractor in the performance of its duties hereunder.

6. **Expenses.** In addition to the compensation set forth in paragraph 5, S.H. Bell Company agrees to reimburse Jay D. Doherty for all out of pocket expenses Jay D. Doherty incurs in the course of providing services under this Contract; provided, however, that all expenditures in excess of \$200.00 must be approved in advance by S.H. Bell Company.

7. **Governing Law.** This Contract shall be construed under the laws of the State of Illinois.

8. **Entire Contract.** This Contract represents the entire agreement between the parties and is not subject to change or modification except by written agreement by the parties.

IN WITNESS WHEREOF, the parties hereto set their hand this 22nd day of MARCH, 2019.

JAY D. DOHERTY & ASSOCIATES

JAY D. DOHERTY

S.H. BELL COMPANY

John M. Bell

John M. Bell