

AN INDEPENDENT CONTRACTOR SERVICES AND COMMISSION AGREEMENT

This agreement is established between the parties to pay commissions and other compensation and to define the terms and conditions of the working relationship (the "Agreement") between **GCI Consulting LLC**, a Corporation operating under the laws of United States located in **Lawrenceville, GA, USA** (hereinafter known as "IC") and **H2 Strategies, LLC, d/b/a C PORT Solutions, Inc.** a corporation operating in Atlanta, Georgia USA (hereinafter known as "H2").

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. Description of Services

IC agrees to represent H2 in a business development capacity on assigned named accounts. IC also agrees to perform other duties and services on behalf of H2 as mutually agreed upon.

IC shall use the title of "Partner" to help establish credibility with clients for H2; however, under their contract for services, IC shall at all times be an independent contractor. As an independent contractor, IC will work from a location of their choice, will operate under their own direction, and will not have any authority to bind or otherwise contract on behalf of H2 or in any way obligate H2.

2. Independent Contractor Representations

The parties agree that IC is an independent contractor and shall not be considered an employee of H2. As such, H2 shall not be required to provide IC with any insurance, including but not limited to workers' compensation, unemployment insurance or state disability insurance. H2 shall not be responsible for deducting any federal, state or local income or wage taxes or to perform any other employee-related obligations on behalf of IC.

IC represents and declares that he is self-employed and engaged in the independent business of delivering consulting services for H2.

3. Commissions Payable to IC for Services to H2

H2 will pay IC a set 10% of total collected revenue for each Collaboration Solution sold to a registered named account. If multiple IC's are involved in a project, the billed revenue may be split among the IC's. H2 and IC will confirm project fees on a project-by-project basis prior to official quote / proposal production for each project. In addition to collected revenue commissions, the IC

is eligible to deliver user training and receive 60% of the total collected training revenue. Training rates are listed below.

- Training Delivery (per day)
 - Training in N. America (<50 people) \$1,000/day
 - Training in N. America (>50 people) \$1,500/day
 - Training in N. America (>100 people) \$2,500/day
 - Outside N. America +\$500/day

IC is eligible to receive payment at an hourly rate equal to \$85.00 USD for services provided to H2 for General, Administrative and Client Project activities. IC will provide H2 a time sheet on a weekly basis documenting the daily time and activities being presented for payment.

4. IC Expenses

All expenses of IC incurred in performing services for H2 under this agreement shall be paid directly and completely by IC unless expenses are directly related to client billable activities which have been pre-approved by H2.

5. Invoicing and Payment Procedures

H2 agrees to pay commissions owed via invoices from the IC. Invoices will be paid by check on the 30th of each month if the invoices are received four business days prior.

6. Terms of This Agreement

This agreement shall be in effect as of January 1, 2010 through December 31, 2010. This agreement may be terminated with or without cause by either party upon written notice to the other party. In the event of termination by either party, all earned commissions and fees as stipulated in this agreement remain payable as per this agreement.

7. Confidentiality, Proprietary Information, and Non-Compete

IC recognizes that H2 and C PORT Solutions, Inc. could be substantially harmed by unauthorized usage of H2 Intellectual Property and by IC competing with H2 to provide similar services that H2 offers directly to H2 clients.

IC acknowledges that H2 and C PORT Solutions, Inc. Intellectual Property includes designs, concepts, products (software and hardware), messaging, methodologies, materials, templates, deliverables, guidebooks, workbooks, manuals and tools that are instrumental to H2's ability to deliver high value to clients that justify collecting substantial fees for work H2 performs. Therefore, IC

agrees to always strictly limit the usage of H2 Intellectual Property, both while this contract is in place and after it expires.

IC further agrees not to engage in business directly with any H2 and/or C PORT Solutions, Inc. client, both during the period this contract is in force and for 12 months following the expiration of this contract, to provide services similar to services that H2 offers.

8. Governing Law and Arbitration

This agreement shall be governed and construed according to the laws of the State of Georgia. In case of a dispute between the parties, both parties agree to submit all disputes to binding arbitration, with the prevailing party entitled to recover from the other party reasonable attorney fees and related costs required to define this agreement.

9. Entire Agreement, Partial Invalidity, and Modification

This agreement contains the entire understanding between the parties with respect to the subject matter, except as modified by subsequent appendices as to specific assignments. Any modification made to this agreement must be in writing and agreed to by both parties. Every provision of this agreement, including appendices executed and attached hereto, shall remain valid and enforceable whether or not any other provision is found to be invalid or unenforceable.

Executed on the date and year as stated below:

AGREED:

On behalf of H2

BY: [Signature]

PRINT: LEE HICKS

TITLE: CEO

DATE: July 20, 2010

PARTNER: GCI Consulting LLC

BY: [Signature]

PRINT: CEDRIC DUBOIS

TITLE: OWNER

DATE: JULY 18TH 2010

GCI Consulting, LLC

CEDRIC Dubois, Sole Member

1559 HAMPTON HOLLOW DRIVE

LAWRENCEVILLE, GA 30043

FIN: 27-2905506

STATE of Georgia control #: 10044591