



4/5/04 → 1/5/05

111 Congress Avenue
Suite 1100
Austin, TX 78701-4043
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www.bearingpoint.com

April 5, 2004

VIA FEDERAL EXPRESS OVERNIGHT

Mr. Christian L. Campbell
Campbell Consulting Group
1113 Bristlewood Drive
McKinney, Texas 75070

Re: Consulting Services Agreement

Dear Mr. Campbell:

Enclosed please find two Consulting Services Agreements for your signature. Please sign one and return the other one in the enclosed self-addressed and stamped envelope. The other one is for your files.

I look forward to working together on this opportunity and future opportunities.

Sincerely,


Helena J. Tantiello
Managing Director

Enclosure

HJT/gbo

GOVERNMENT
EXHIBIT NO.
202

3:14-CR-293-M

SBP-1A-570-0364-01-0001

Recd. 4/12/04
MSB

CAMPBELL CONSULTING GROUP
1113 BRISTLEWOOD DRIVE, MCKINNEY, TEXAS 75070
(214-636-1557) OFFICE

CONSULTING SERVICES AGREEMENT

This agreement is made the 5th day of April, 2004, by and between Christian L. Campbell, Campbell Consulting Group, having its principal place of business at 1113 Bristlewood Drive, McKinney Texas 75070, hereinafter referred to as the "Consultant", and Bearing Point, Inc., hereinafter referred to as the "Client", whose mailing address is:

ARTICLE I - AGREEMENT AND TERM

- A. Client agrees to purchase from Consultant and Consultant hereby agrees to provide to Client consulting services. This Agreement shall be for a period beginning on April 5, 2004 continuing through September 5, 2004, after which time this Agreement will extend to a month to month basis upon the mutual agreement of both parties.
- B. This agreement may be terminated without notice, penalty, or liability in the case that Consultant breaches any of the terms of this agreement, or if the Consultant accepts an active political role or if the Consultant becomes an employee of a potential customer. In the event this Agreement extends to a month-to-month basis, Client agrees to provide Consultant a 30-day notice prior to termination.

ARTICLE II - CAPACITY AND DUTIES

- A. Client retains Consultant to perform the following duties:
 - i) Leverage established relationships at Dallas County to assist Client in its pursuit efforts on the Dallas County Clerk, Recording, Imaging and Indexing RFP.
 - ii) As requested and reasonable, provide information on, and introductions to, appropriate Dallas County staff, evaluation committee members, IT Board members and any other third party influencers involved in the RFP evaluation process.
 - iii) As requested, advise Client in the development of a detailed account plan and strategy. Participate in conference calls and meetings as needed.
 - iv) Provide relevant information regarding potential contracts, and/or other business opportunities as mutually agreed upon and documented.
- B. It is understood and agreed that in the performance of the services under this Agreement, Consultant shall be acting as an independent contractor and not as an employee of Client.

ARTICLE III - REMUNERATION AND INVOICING

- A. In consideration for the services to be provided hereunder, Client agrees to pay Consultant an on-going fee of \$5,000.00 per month during the term of the Consulting Agreement.
- B. For the pursuit efforts identified in Article II, if Client is selected as a Finalist and awarded a new Contract for Services, Client agrees to pay Consultant a one-time Success Fee of \$25,000.00. Client agrees to pay Consultant any applicable Success Fee, as a one-time lump sum payment no later than forty-five (45) days, following the end of the Quarter in which the contract is executed.

- C. Client will also reimburse Consultant for all reasonable and necessary expenses incurred by Consultant in the performance of services such as travel, lodging, long distance telephone calls, cellular phone charges, postage, facsimiles, couriers, and copying. Client shall agree to any individual expense over \$100.00 before expense is incurred.
- D. Consultant shall invoice Client on a monthly basis for services rendered. Client agrees to pay Consultant within forty-five (45) days of the invoice date. The monthly invoices shall be sent to: Helena J. Tantillo, Managing Director, BearingPoint, Inc., Suite 1100, 111 Congress Avenue, Austin, Texas 78701.

ARTICLE IV – PROPRIETARY AND NON-COMPETITION SENSITIVE INFORMATION

- A. In the event during the performance of these services Consultant is exposed to confidential business data of Client, Consultant agrees to keep any and all information confidential. All data processing systems and business information of Client shall be and remain the exclusive property of Client. Consultant understands and agrees that Consultant shall acquire no right to any of this information. Except as may be authorized by Client, Consultant agrees not to reveal the business methods or business secrets of Client.
- B. Consultant agrees that all memorandum, notes, records, drawings, documents, or other material made or compiled by Consultant which pertain to or were prepared in connection with the performance of services under this Agreement shall be the property of Client.
- C. Consultant agrees that the terms and conditions of this Agreement are confidential, and that Consultant will not disclose any part thereof to any other person without the prior written consent of Client, except for compliance with rules or laws requiring the release of such information.

ARTICLE V – ETHICS, CONFLICT OF INTEREST & REGULATORY ISSUES

- A. Consultant represents that Consultant will comply with all applicable laws regulating public advocacy activities, including filing and disclosure requirements. Consultant further represents that it is not violating, and shall not violate, any other statute, regulation or agreement to which Consultant is subject to including, but not limited to, any statutes and regulations that pertain to political contributions and that prohibit use of improper influence with respect to the procurement process. Client agrees to timely furnish information to Consultant so that Consultant can comply with all laws and regulations. Consultant shall not make any payment on behalf of Client to political parties or organizations or their leaders or candidates for public office or government official. The term "government official" means any officer or employee of any local, state or federal government or any department, agency, or instrumentality thereof, or any person acting in an official capacity for or on behalf of such government or department, agency, or instrumentality.
- B. Consultant has disclosed to Client that it has other clients and does other consulting services for these clients. In the event a conflict should arise, the parties hereto shall mutually agree to resolve the apparent conflict. In the event the conflict cannot be resolved or waived, this contract may be terminated or renegotiated.
- C. Consultant represents and certifies that it is not on the General Services Administration's (GSA) list of parties excluded from federal procurement or non-procurement programs.

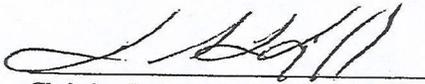
ARTICLE VI – MISCELLANEOUS

- A. This Agreement shall be performed, governed, and construed by the laws of the State of Texas. Any and all disputes arising under, out of or in relation to this agreement, its formation, performance or termination ("Disputes"), shall be determined by a trial without a jury in Texas

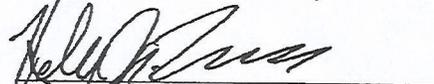
and both parties hereby submit to the exclusive jurisdiction of the state and federal courts of Texas for such purpose, and waive any right to a jury in any Dispute.

- B. While performing services hereunder, Consultant will adhere to the highest professional and ethical standards and will conduct the services so as to avoid any appearance of impropriety.
- C. Any provision hereunder, which contravenes applicable law shall be deemed not to be a part of this Agreement; but if the remainder of this Agreement shall not be affected by the illegal portion, each provision not so affected shall be enforced to the fullest extent permitted by law.
- D. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns. However, Consultant shall not assign, transfer, or subcontract this Agreement, or any obligations there under without the written prior consent of Client. Except as otherwise set forth herein, the provisions of this Agreement are for the exclusive benefit of the parties, and no other person or entity, including creditors of any party hereto, shall have any right or claim against any party by reason of those provisions or be entitled to enforce any of those provisions against any party. The parties mutually agree that each of the undersigned represent that they sign this agreement and have the authority to bind both parties.
- E. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Nothing in this Agreement, apart from Section V.B., shall prohibit Consultant from entering into the same or similar agreements with any other party. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Except as expressly provided in this Agreement, Client shall not be liable for any debts, accounts, obligations, or other liabilities whatsoever of Consultant including, without limitation, Consultant's obligation to withhold Social Security and income tax for itself or any of its employees.
- F. This Agreement constitutes the entire agreement between the parties. There are no understandings or agreements relative hereto which are not fully expressed herein and no change, waiver or discharge hereof shall be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced. No rule or principle of contractual interpretation requiring that ambiguities in the Agreement be interpreted against the party primarily responsible for its drafting shall be employed in the interpretation of this Agreement.
- G. Consultant shall indemnify and hold harmless Client from and against any and all liabilities, costs, judgments or expenses, including, without limitation, reasonable attorneys' fees suffered or incurred by client as a result of Consultant; (i) breaching any term or condition of this Agreement; or (ii) breaching any law, rule or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement.



Christian L. Campbell
President
Campbell Consulting Group



Helena Tantillo
Managing Director
Bearing Point, Inc.

April 7, 2004

Date

April 5, 2004

Date