

**PROFESSIONAL SERVICES  
CONSULTING SERVICES AGREEMENT**

This agreement is entered into on June \_\_, 2022, by \_\_\_\_\_, located at \_\_\_\_\_ (the "Contractor"), in connection with Contractor's engagement by \_\_\_\_ a Delaware Corporation located at \_\_\_\_\_ (the "Company") as an independent contractor to provide consulting services for the Company, hereby agrees with the Company as follows:

1. **Services.** The services to be performed by Contractor under this Agreement, the rate of compensation to be paid by the Company for such services, and any other terms applicable to such services shall be described in one or more Statements of Work signed by Contractor and the Company (each, a "Statement of Work" or "Statement"). The initial Statement of Work is attached to this Agreement. Contractor agrees to perform the services described in each Statement of Work in accordance with the terms of this Agreement and the terms set out in the applicable Statement.

2. **Compensation.** The Company will pay Contractor on a bi-weekly basis. Contractor will submit an invoice to the Company at the end of each 2-week period, which will contain a description of time spent by Contractor in performing the services. Invoices are due and payable by the Company net thirty (30) days.

3. **Expenses.** The Company will be obligated to reimburse Contractor for all pre-approved out-of-pocket direct expenses Contractor incurs in performing services under this Agreement. Consistent with Company standards for such expenses, direct expenses including airfare and accommodations, meals, auto rental, postage, printing, and other supply expenses will be reimbursed at actual cost. Such expenses will be reimbursed upon submission to the Company of appropriate documentation and a Contractor's invoice. Invoices are due and payable by the Company net thirty (30) days.

4. **Independent Contractor Status.** Contractor will be an independent contractor and not an employee or other agent of the Company. Contractor understands that the Company will not be responsible for withholding or paying any federal and state income, social security or other taxes in connection with compensation paid under this Agreement, and Contractor agrees to pay all such taxes when due. Contractor also understands that Contractor will not be entitled to any medical, disability, pension, workers compensation or other unemployment/employment benefits made available by the Company to its employees. Unless otherwise agreed in writing by the Company, Contractor will have no authority to act on behalf of the Company or to bind it to any obligation or liability, and Contractor agrees not to hold itself out as having such authority.

5. **Termination.** Either Contractor or the Company may terminate their obligations under this Agreement or any or all Statements of Work, regardless of whether there exists cause for termination, at any time effective immediately upon written notice to the other. Notwithstanding the foregoing, however, Contractor's obligations under paragraphs 6 through 9 of this Agreement will continue in effect after any termination of this Agreement, whether by Contractor or the Company and regardless of whether there existed cause for termination. In addition, the Company will remain obligated to pay Contractor in accordance with this Agreement and the applicable Statement of Work for services rendered and expenses incurred prior to the effective date of termination.

6. **Confidential Information.** Contractor agrees to hold in confidence in accordance with this Agreement all materials and information of the Company (including all Work Product), or of third parties obtained through the Company, which are received by Contractor during Contractor's engagement with

the Company and are either marked as confidential or are of a type or are disclosed under circumstances such that a reasonable person would expect them to be held in confidence (collectively, the "Confidential Information"). Except as required in the course of Contractor's performance of services for the Company, Contractor will not, without the Company's prior written consent, reproduce, disclose or use such Confidential Information at any time, either during or subsequent to Contractor's engagement by the Company. Contractor's obligations under this paragraph 7 shall continue beyond the termination of Contractor's engagement with the Company.

7. **Return of Materials.** Upon termination of Contractor's engagement with the Company for any reason, or upon the Company's earlier request, Contractor will promptly deliver to the Company all correspondence, drawings, blue prints, manuals, letters, notes, notebooks, reports, flowcharts, computer, equipment, computer software, proposals, or any other documents, whether in hard copy or an magnetic media, which have been furnished to Contractor by the Company or which constitute or contain any Work Product or Confidential Information.

8. **Governing Law.** This Agreement is made and entered into in the State of Texas and shall be governed by and construed in accordance with the laws of that state. All controversies arising from this agreement must be litigated in a court of competent jurisdiction in Dallas County, Texas. Both parties agree to first submit such controversies to binding arbitration in accordance with the procedures set forth by the American Arbitration Association.

9. **Entire Agreement.** This Agreement and the Statements of Work contain the entire Agreement between Contractor and the Company with respect to the subject matter hereof, supersede any prior understandings and agreements with respect to such subject matter, and may not be modified except in a writing signed by Contractor and the Company.

COMPANY: .

CONTRACTOR:

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

\_\_\_\_\_  
Name

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

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

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

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

**STATEMENT OF WORK**

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

The above-named Contractor and \_\_\_ (the "Company") agree that Contractor shall perform the services described in this Statement of Work under the terms set forth in the Consulting Services Agreement dated June \_\_, 2022 (the "Agreement"), between Contractor and the Company, and any additional terms stated herein.

Services:

- Task 1
- Task 2
- Task 3

Rate of Compensation: \$\_\_ Per \_\_\_\_\_

COMPANY:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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