



# CONSULTING SERVICES AGREEMENT

**THIS CONSULTING SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into as of DATE OF AGREEMENT by and among CLIENT NAME. (hereinafter referred to as the “Client”), of CLIENT CITY AND STATE. and Atlas Precision Consulting, LLC (hereinafter referred to as the “Atlas”), of 1430 Gadsden Hwy, Suite 116-519, Birmingham, AL 35255

**WHEREAS**, Atlas is an Operations Consulting & Technology services provider; and

**WHEREAS**, the Client desires to retain Atlas to provide services related to and in support of efforts in which Atlas has expertise; and

**WHEREAS**, Atlas is in the business of providing such consulting services and has agreed to provide the services in accordance with the terms and conditions set forth in this agreement.

**NOW, THEREFORE**, in consideration of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1. SCOPE/DELIVERABLES

Atlas is responsible for delivering the following:

- DELIVERABLE 1
- DELIVERABLE 2
- DELIVERABLE 3

## 2. CLIENT RESPONSIBILITIES

Client is responsible for providing the following in a timely fashion to allow Atlas’s work to continue uninterrupted

- CLIENT RESPONSIBILITY 1
- CLIENT RESPONSIBILITY 2

## 3. TERM

The term of this Agreement shall begin on START DATE. and shall, subject to the provisions for termination set forth herein, continue until and terminate at 5:00pm Central Time on END DATE. Term may be extended upon agreement in writing by both parties.

## 4. FEES/RATES

For all services that Atlas renders to the Client or any of its subsidiaries or affiliates during the term hereof, the Client will pay HOURLY RATE. per hour for off-site services.



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Atlas will invoice Client 8-hours for a service down payment at the time of agreement signature that is due upon receipt. The hours are invoiced actual on a twice monthly billing schedule. Payment terms are Net 10 days for any hours above the initial services down payment.

Client shall be responsible for all of Atlas's reasonable out of pocket expenses, including travel to & from client's locations. Expenses will be billed at actual costs.

## 5. CONFIDENTIALITY/NON-DISCLOSURE

Except as required in the performance of its obligations under this Agreement or with the prior written authorization of the Client, Atlas (including for purposes hereof, its employees, agents, representatives, consultants, and contractors) shall not directly or indirectly use, disclose, disseminate or otherwise reveal any confidential information, including but not limited to information regarding Client's personnel, and shall maintain confidential information in confidence perpetually.

## 6. NO HIRE

For a period of one year following the end of this Agreement, neither party will extend an offer of employment and/or hire their employees without the other's consent.

## 7. RECORDS AND FILES

Upon termination or expiration of this Agreement for any reason whatsoever, Client and Atlas shall return to the other all documents, records, notebooks, computer files, and similar repositories or materials containing confidential information of the other party and such other party's affiliates, including any and all copies thereof.

## 8. ORIGINAL WORKS BY ATLAS

All original works of authorship resulting from Atlas's performance of its duties hereunder shall remain the sole and exclusive property of Atlas. Client shall not have any ownership rights to such materials.

## 9. BREACH OF AGREEMENT

In the event of a breach hereunder and a failure to cure such breach within 30 days of written notice of such breach, this Agreement may be terminated by the non-breaching party upon written notice.

## 10. SEVERABILITY

The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.

## 11. SUCCESSORS

The rights and obligations of the Client under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Client. The rights, obligations and duties of Atlas hereunder may not be assigned or delegated without the Client's prior written consent except that Atlas may assign its interest to a Client formed by Atlas for the purpose of providing such services.

## 12. NON-EXCLUSIVITY

The Client and Atlas are independent contractors. Both parties acknowledge and agree that Atlas's engagement hereunder is not exclusive and that either party may provide to, or retain from others similar services to those provided hereunder by Atlas, provided that it does so in a manner that does not otherwise breach this Agreement. Neither party is, nor shall claim to be, a legal agent, representative, partner or employee of the other, and neither shall have the right or authority to contract in the name of the other nor shall it assume or create any obligations, debts, accounts or liabilities for the other.

## 13. NON-INTERFERENCE

Atlas represents and warrants to the Client that he/she is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of his/her duties or provision of services hereunder. Atlas represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which he/she performs services concurrently with those performed herein.

## 14. COMPLIANCE

In performing the services, Atlas shall comply, to the best of his/her knowledge, with all business conduct, regulatory and health and safety guidelines established by the Client for any governmental authority with respect to the Client's business.

## 15. NO BENEFITS FROM CLIENT

Pursuant to this Agreement, Atlas shall have no right to receive any Client employee benefits including, but not limited to, health and accident insurance, life insurance, sick leave and/or vacation.

## 16. NOTICES/COMMUNICATION

Any notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and delivered when delivered in person, two (2) days after being mailed postage prepaid by certified or registered mail with return receipt requested, or when delivered by overnight delivery service or by facsimile to the recipient at the following address or facsimile number, or to such other address or facsimile number as to which the other party subsequently shall have been notified in writing by such recipient:

If to the Client:



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CLIENT NAME.

CLIENT ADDRESS 1.

CLIENT ADDRESS 2.

If to Atlas:

Atlas Precision Consulting, LLC

1430 Gadsden Hwy

Suite 116-519

Birmingham, AL 35255

## 17. NON-SEVERABILITY

Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to prior or future violations thereof or of any other provision of this Agreement, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties herein are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances.

## 18. ATLAS RIGHTS & STANDARDS

Atlas represents and warrants that (i) the Services will be performed in a professional and workmanlike manner in accordance with the standards generally prevailing in the industry; (ii) it has all the necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; and (iii) neither this Agreement nor Atlas's performance of its obligations hereunder will place Atlas in breach of any other contract or obligation and will not violate the rights of any third party.

## 19. CLIENT RIGHTS AND AUTHORITY

Client represents and warrants that (i) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) neither this Agreement nor Client's performance of its obligations hereunder will place Client in breach of any other contract or obligation and will not violate the right of any third party; (iii) Client shall use reasonable efforts to ensure that information provided to Atlas for purposes of Atlas performance of work does not omit necessary information for such performance and is accurate to the best of Client's knowledge. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, EACH PARTY EXPRESSLY DISCLAIMS AND THE OTHER PARTY EXPRESSLY WAIVES ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS EXPRESSLY SET FOR IN THIS SECTION. ATLAS'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF ATLAS'S WARRANTY IS ATLAS'S RE-PERFORMANCE OF THE SERVICES.

## 20. INDEMNIFICATION

Client and Atlas hereby agree to indemnify, defend and hold harmless each other and each other's employees, principals and agents from an against any and all actual or threatened claims, actions, losses, lawsuits, judgments, damages, liabilities, costs and expenses, including without limitation reasonable attorney's fees and expenses, arising out of or in connection with: (a) the accuracy, validity, ownership, or truthfulness of the Client Content, in the case of the Client, or Atlas's Information, in the case of Atlas, and any representations made by the other Party in any documents (including without limitation, any prospectus or business plan); (b) the other Party's failure to comply with any applicable law or regulation; (c) third party claims of infringement of any patents, trade secrets, copyrights, trademarks, service marks, trade names or similar proprietary rights alleged to have occurred with respect to Client Content, in the case of the Client, or Deliverables, in the case of Atlas; (d) the death or bodily injury of any person, to the extent that such death or bodily injury was caused by the other Party's gross negligence or willful misconduct; (e) the damage, loss or destruction of real or tangible personal property, to the extent that such damage, loss or destruction was caused by the other Party's gross negligence or willful misconduct; and (f) any damages incurred directly or by virtue of a claim made by a third party, in either case, arising out of a breach of a Party's representations, warranties, covenants or duties arising out of, or in connection with, this Agreement. For purposes of this Section, each Party shall be responsible for the actions of their respective directors, employees, agents, consultants, subcontractors and client whose actions or activities are, either directly or indirectly under or subject to the reasonable control of Atlas or Client, as the case may be. For the avoidance of doubt, if Atlas is required to indemnify Client, then the term Atlas as used in this Section shall not include Atlas, nor will any of Atlas's actions, or the actions of the employees or agents thereof, be deemed to be the actions of Client.

## 21. LIMITS OF LIABILITY

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT, TORT, STRICT LIABILITY OR CAUSE OF ACTIONS OF ANY NATURE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR RELIANCE, LOSS, DAMAGE OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF USE OR REVENUES, WHETHER OR NOT EITHER PARTY WAS ADVISED, SHOULD HAVE KNOWN OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION OF SUCH PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT INCLUDING WITHOUT LIMITATION THE SERVICES, DELIVERABLES AND PRODUCT OR ANY PART THEREOF, IN THE CASE OF ATLAS, OR THE CLIENT CONTENT, CLIENT'S PRODUCTS AND SERVICES, OR ANY PART THEREOF, IN THE CASE OF CLIENT. Atlas's total liability for all claims made under this Agreement shall not under any circumstances exceed the sum total of the fees paid by Client to Atlas under this Agreement for the Services within the twelve (12) months immediately preceding a demand for payment of damages from Client to Atlas. The obligations of the Parties under this Agreement run only to each other and not to any other persons or entities. Notwithstanding any other terms and conditions of this Agreement, neither Party makes any representation or warranty as to any third party information or products provided to each other, all of which are provided, sold or licenses "as is," and the Parties agree to look solely to the warranties and remedies, if any, provided by the third party. The limitations in this Section

do not apply to the indemnification obligations of the Parties for third-party claims as set forth in this Agreement. No action arising out of breach of this Agreement or transactions related to this Agreement may be brought by either Party more than one (1) year after the cause of action accrued, regardless of the form of the action. Both Parties understand and agree that the limitations and exclusions set forth herein represent the Parties' agreement as to the allocation of risk between the Parties in connection with their respective obligations under this Agreement. The fees payable to and charged by Atlas hereunder reflect, and are set in reliance upon, the allocation of risk and exclusions and limitations of liability set forth in this Agreement.

## 22. GOVERNING LAW

This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of Alabama without reference to conflicts of law.

## 23. TERMS ARE CONFIDENTIAL

The terms of this Agreement are confidential and no press release or other written or oral disclosure of any nature regarding the terms of this Agreement shall be made by either party without the other party's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules or a valid court order.

## 24. ENTIRE AGREEMENT

With respect to its subject matter, this Agreement constitutes the entire understanding of the parties superseding all prior agreements, understandings, negotiations and discussions between them whether written or oral, and there are no other understandings, representations, warranties or commitments with respect thereto.

## 25. ORIGINAL DOCUMENT

This Agreement may be signed in one or more counterparts, each of which when exchanged will be deemed to be an original, binding upon the parties as if a single document had been signed by all, and all of which when taken together will constitute the same agreement. Any true and correct copy of this Agreement made by customary, reliable means (e.g., photocopy or facsimile) shall be treated as an original.

## 26. CHANGES TO AGREEMENT

No modification to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged.

## 27. AUTHORITY TO EXECUTE

The person(s) executing this agreement hereby represent and warrant that each respectively has the authority to execute this agreement on behalf of the party for which he is executing.



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**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date first written above.

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Andrew Podner, Atlas

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Authorized Representative, Client