**CONSULTING AGREEMENT**

 This **CONSULTING AGREEMENT** is made effective as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_, 2025 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation (the “Company”) and the consultant set forth on the signature page hereto (the “Consultant”).

**THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **Consulting Services.** Consultant shall provide to the Company professional consulting services in Consultant’s principal field of expertise[, and as set forth on Appendix 1,] from time to time as the Company and Consultant may mutually agree during the term of this Agreement (the “Services”). In performing the Services Consultant shall use best efforts.
2. **Term**. This Agreement shall commence as of the date first written above and shall remain in effect until terminated by the Company or by the Consultant upon not less than ten (10) days written notice.
3. **Consulting Fee.** In consideration for the Services rendered by Consultant in connection herewith, Company shall [pay Consultant $\_\_\_\_\_ per hour, in arrears, within thirty days of receiving a bill form Consultant] [provide to Consultant the consideration set forth on Appendix 1]. The consideration under this section shall constitute Consultant’s sole compensation for the performance of Consultant’s Services under this Agreement. Consultant will be solely responsible for any compensation due to any third party engaged by Consultant to assist Consultant in providing the Services outlined in this Agreement.
4. **Proprietary Information and Inventions Agreement**. Consultant shall duly execute, accurately complete, and deliver to the Company, a Proprietary Information and Inventions Agreement in the form attached hereto as Appendix C, and Consultant acknowledges that the due execution, completion and delivery is an inducement and condition precedent for the Company to retain Consultant and that the Company does not intend to execute or perform this Agreement without such due execution, completion and delivery.
5. **Conflicting Obligations.** Consultant represents and warrants that Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Consultant from complying with the provisions hereof, and further represents and certifies that Consultant will not enter into any such conflicting agreement during the term of this Agreement.

# Independent Contractor. Nothing in this Agreement is intended or shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company. Consultant is and shall perform the Services hereunder as an independent contractor. Consultant shall have responsibility for and control over the details and means of performing the Services and shall be subject to the directions of the Company only with respect to the scope and general results required. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement, including any payment that may be made in stock, and Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes thereon.

# Indemnification. Consultant will indemnify and hold Company harmless, from and against any and all losses, claims, damages, or liabilities to which Company may become subject, including reasonable costs and attorneys and expert witness fees, insofar as such losses, claims, damages or liabilities arise out of or are based on any act or omission of Consultant in connection with the Services, called for hereby, or any breach by Consultant of any provision of this Agreement.

# Miscellaneous.

* 1. Assignment. This Agreement is not assignable without the written consent of the parties hereto.
	2. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California.
	3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
	4. Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the other party hereto. Any amendment or waiver effected in accordance with this paragraph shall be binding upon Company and Consultant.
	5. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision, or such portion of such provision as may be necessary, shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be thereafter enforceable in accordance with its terms.
	6. Attorneys’ Fees. In the event of any claim, dispute, litigation, arbitration or action concerning or related to this Agreement, or any alleged breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ and other professionals’ fees, costs of suit and disbursements in addition to any other remedies or damages which may be properly awarded or awardable.
	7. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience of reference only and are not to be considered in construing or interpreting this Agreement.
	8. Notices. Any notice or other communication required or permitted to be given by either party shall be given in writing and shall be effective upon receipt.
	9. Entire Agreement. This Agreement, together with any attachments hereto, is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.
	10. No Rules of Construction. Both parties have had an opportunity for legal review of all of the terms hereof. The parties therefore agree that, in interpreting any issues which may arise, any rules of construction related to who prepared this Agreement or otherwise are not intended and shall be inapplicable, each party having contributed or having had the opportunity to contribute to clarify any issue, and the parties hereto being joint authors hereof.
	11. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the NeuCourt online arbitration platform, www.neucourt.com, in accordance with the NeuCourt Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party further acknowledges and agrees that communications from the NeuCourt platform, including initial notification of a dispute, shall be sent to the email addresses set forth for such party on the signature page hereto or to such email addresses customarily used by each party for the other party hereto, unless otherwise notified to the other party in writing in accordance with the notification provisions in this contract. The parties hereto understand the importance of ensuring that they are notified of a dispute and therefore represent that they have been careful to identify an email address to which they believe they will always have unfettered access. Nothing in this clause shall prevent a party from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

**IN WITNESS WHEREOF,** the parties have executed this Agreement by their agent duly authorized as of the date first above written.

 **\_\_\_\_\_\_\_\_\_\_\_\_\_, Inc.,**

 **a \_\_\_\_\_\_\_\_\_\_ Corporation**

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

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [CEO]**

#  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **[CONSULTANT]**

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#####  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

#  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#  Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 1**

**Further Consulting Services Description**

**and Consideration Due**

 Consultant shall \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 [Subject to Board and regulatory approval, Company intends to grant Consultant a non-qualified stock option covering \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shares, exercisable at a price per share of $\_\_\_\_\_\_\_\_.