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StackSource.com

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into by and between [redacted], a [redacted] corporation, and [redacted], an individual, on this [redacted] day of [redacted], 2019. The Company desires to retain Consultant as an independent contractor to perform the Services for the Company and Consultant is willing to perform such services, on terms set forth more fully below. In consideration of the mutual promises contained herein, the parties agree as follows:

1. SERVICES; COMPENSATION

a) Consultant agrees to perform for the Company the services requested by the Company, including the duties and tasks described in Exhibit A ("Services"). Consultant agrees to devote such time to these duties as the Company and Consultant reasonably agree from time to time. Consultant shall perform the Services in a timely and professional manner consistent with industry standards, and shall comply with all applicable laws and regulations in performing the Services. During the term of this Agreement, Consultant will not engage in any other business activity that conflicts with Consultant's performance of the Services.

b) The Company agrees to pay Consultant the compensation set forth in Exhibit A as sole compensation for the performance of the Services. The Company shall promptly reimburse Consultant for any expenses incurred by Consultant in connection with the Services upon receipt of sufficient documentation evidencing such expenses in a manner consistent with the Company's expense reimbursement policies; provided, however, that the Company shall not be obligated to reimburse Consultant for any expense absent prior written approval by the Company. The parties intend to establish an independent contractor relationship. Consultant shall not participate in any of the Company's employee benefit plans or perquisites. Consultant further disclaims any intention or right to participate in any of the Company's employee benefit plans or perquisites even if Consultant's status with the Company is determined by a third party tribunal to be that of an employee. Consultant acknowledges and agrees that it is Consultant's responsibility to pay all related federal and state income tax withholding, social security taxes, and unemployment or disability insurance applicable to Consultant, and Consultant will indemnify Company and hold Company harmless to the extent of any obligation imposed by law on Company to pay any such amounts in connection with any payments made by Company to Consultant under this Agreement.

2. CONFIDENTIALITY

a) "Confidential Information" means all trade secrets and confidential or proprietary information, whether or not in writing, concerning the Company's business, technology, business relationships or financial affairs which the Company has not released to the general public. By way of illustration, Confidential Information may include information or material which has not been made generally available to the public, such as: (i) *corporate information*, including plans, strategies, methods, policies, resolutions, negotiations or litigation; (ii) *marketing information*, including strategies, methods, customer identities or other information about customers, prospect identities or other information about prospects, or market analyses or projections; (iii) *financial information*, including cost and performance data, debt arrangements, equity structure, investors and holdings, purchasing and sales data and price lists; and (iv) *operational and technological information*, including plans, specifications, manuals, forms, templates, software, designs, methods, procedures, formulas, discoveries, inventions, improvements, concepts and ideas; and (v) *personnel information*, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Confidential Information also includes information received in confidence by the Company from its customers or suppliers or other third parties.

b) Consultant will not, at any time, without the Company's prior written permission, either during or after the term of this Agreement, disclose any Confidential Information to anyone outside of the Company, or use or permit to be used any Confidential Information for any purpose other than in the performance of the Services for or on behalf of the Company. Consultant will cooperate with the