

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of DATE ("Effective Date") by and between **ClaimsReportingUS** ("Company") and **CONSULTANT** ("Consultant") for the **Claims Project**

RECITALS

1. Company desires to enter into Agreement for services with Consultant upon the terms and subject to the conditions set forth in this Agreement.
2. Consultant desires and is willing to provide such services as a Consultant upon such terms and subject to such conditions.

THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained in this Agreement, Company and Consultant agree as follows:

1. **Definitions.** As used in this Agreement, the following terms have the definitions given such terms in this paragraph 1:

Affiliate means any Person who directly controls, is controlled by, or is under common control with Company or any Affiliate of Company (and "control" means possession, directly or indirectly, of the power to direct or cause the direction of management or policies, whether through ownership of voting securities or otherwise).

Agreement means this Consultant's Services Agreement, as it may be amended, supplemented, modified, renewed.

Prime Agreement means the agreement made between the Company and Owner.

Company has the meaning given such term in the introductory paragraph of this Agreement.

Customer may also mean Client, Partner or anyone who company has a relationship with not covered elsewhere herein.

Owner means the Company's client, CLIENT NAME

Billing Rate means the remuneration to be paid to Consultant for the performance of the Duties under this Agreement.

Confidential Information has the meaning given such term in paragraph 4 (i).

Duties means the duties assigned to Consultant by Company as described in paragraph 4.

Effective Date means the effective date of Consultant's agreement with Company as stated in the introductory paragraph of this Agreement.

Person means any natural person, firm, association, corporation, partnership, limited liability company, joint venture, trust, or other entity.

Rights means legal and equitable rights, remedies, powers, privileges, and benefits.

2. **Services of Consultant.**

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- (a) Consultant Services. Upon the terms and subject to the conditions contained in this Agreement, Company hereby contracts the services of Consultant; and Consultant hereby provides such services, upon such terms and subject to such conditions.
- (b) Prime Agreement. The Consultant shall provide the scope of duties in the same manner and to the same extent as the Company is bound by the Prime Agreement to provide such services to the Owner. In the event of conflict between the terms of this Agreement and the Prime Agreement, the Prime Agreement takes precedence. The Prime Agreement is included in Attachment A.
- (c) Independent Contractor. Consultant shall at all times be an independent contractor and have sole responsibility for and control over the details and means of providing the Services to be provided under this Agreement. Nothing in this Agreement shall cause Consultant to be an employee, licensee or partner of Company or to be entitled to participate in or receive benefits under any Company programs maintained for its employees. Consultant will not represent to be an affiliate, employee, representative or agent of Company. Consultant may, in its discretion and with the prior written permission of Company, use subcontractors (which are satisfactory with and approved by Company) to perform the Services under this Agreement, but Consultant shall remain completely liable for the entirety of the performance of the Services. Consultant recognizes that as an independent contractor it may have certain responsibilities at law for the payment of taxes and/or collections, both state and federal, as well as, including but not limited to, any and all payroll related expenses and taxes such as state or federal income taxes, FICA (Social Security) taxes, unemployment compensation insurance and worker's compensation insurance, and other amounts legally required of an employer, and it recognizes that Company shall in no manner provide for or be responsible for making any such payments.
- (d) Consultant assumes entire responsibility and liability for any claim or actions based on or arising out of injuries, including death, to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to performance of this Agreement by Consultant, its agents and employees, and its subcontractors, their agents and employees. Consultant further agrees to indemnify and hold harmless Company and its representatives and the employees, agents, invitees and licensees thereof in respect of any such matter and agrees to defend any claim or suit or action brought against the Company, Company's representatives, and employees, agents, invitees and licensees thereof. The Consultant obligations under this paragraph shall survive the expiration or termination of this Agreement.

3. Termination of Services

- (a) Term. This Agreement, and Consultant's contracted services hereunder, is effective on and as of the Effective Date and will remain in effect until terminated by Company or Consultant.
- (b) Termination by Company. Company, at its election, may terminate this Agreement and Consultant's services hereunder at any time and with 5 business days notice of termination.
- (c) Termination by Consultant. Consultant, at Consultant's election, may terminate this Agreement hereunder at any time by the delivery to Company of a written notice of termination not less than 10 Business Days prior to the effective date of termination.

4. Duties and Authority

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(a) Duties of Consultant. Consultant shall perform such duties as may be requested by the Company from time to time in accordance with the scope of duties set forth in **Attachment A**, attached hereto and made a part hereof, or as otherwise instructed by the Company President or designated Vice President. **Attachment A** may be modified and supplement from time to time by the written agreement of the parties in order to revise the description of the Work or to accommodate new projects under this Agreement. Such duties intend to include being available in person or via telecommunications for meetings and/or conferences at the request or instruction of the President or designated Vice President. Consultant will supply all equipment necessary to perform the duties described in **Attachment A**.

(b) Consultant's Authority. In performing Consultant's Duties under this Agreement, Consultant will have such authority as is assigned to Consultant by the President or designated Vice President. Unless expressly authorized to do so, Consultant will have no authority to execute agreements, contracts, or commitments or to otherwise bind Company. Consultant will have no supervisory responsibilities or the ability to issue directives to any employees.

(c) Time and Attention to Services. Consultant will devote Consultant's time and attention to the performance of Consultant's Duties to Company during Consultant's agreement with Company. Company, however, recognizes that Consultant may be engaged in other business, investments, and in community activities unrelated to Consultant's duties under this Agreement that will require Consultant's time, and Company hereby consents to Consultant's attention to such other activities so long as such activities (a) do not hinder Consultant's ability to perform Consultant's Duties under this Agreement and (b) do not represent a conflict of interest in contravention of the agreements contained in paragraph 4 (n).

(d) Insurance

During the term of this Agreement, Consultant will maintain the following insurance coverages:

Type of Insurance	Minimum Amount
Standard Workers' Compensation	Amount required by law
Professional Liability	As required by Prime Agreement
Comprehensive General Liability	As required by Prime Agreement
Comprehensive Automobile Liability	As required by Prime Agreement
Excess Umbrella Liability	As required by Prime Agreement

(e) Billing Rate. In consideration for the performance of Consultant's Duties under this Agreement, Consultant will be paid in the following manner:

OPTION I: Market Claims Reporting US services of

(a) <i>Claims Estimate:</i>	\$ 495.00
<i>Expense: \$ 300</i>	
(b) <i>Architectural/Engineering Letter Report:</i>	\$ 195.00
<i>Expense: \$ 100</i>	
(c) <i>Positon Letter:</i>	\$ 195.00
<i>Expense: \$ 100.00</i>	
(d) <i>ALE Arrangement for Temporary Living Expenses – RV</i>	
<i>Expense: \$ 500</i>	
<u>TOTAL EXPENSE: \$ 1,000</u>	

4 PER DAY = \$ 4000, 4 DAYS PER WEEK = \$ 16,000; MONTH = \$ 67,200.00;
ANNUAL = \$ 806,400

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The above services are estimated to require 40 to 60 weekly hour if accomplished in 4 days per week.

OPTION II: (Option II - Not applicable presently) For services included in the Prime Agreement or in Attachment A, compensation shall be provided as following:

ADDITIONAL SERVICES:

1. Any services not referenced under Basic Services above.
 2. Additional services shall be charged at the hourly rates described below:
 - a. Senior Engineer: \$ XX.XX / Hr
 - b. Project Engineer: \$ XX.XX
 - c. Senior Designer: \$ XX.XX
 - d. Technician: \$ XX.XX
 - e. Clerical: \$ XX.XX
- Plus State of XXXXXXXXX gross receipts tax where applicable.

Consultant may invoice monthly with compensation based upon only completed Fixed Fee tasks.

- (f) Company reserves the right to negotiate Consultant's Duties on a task-by-task basis. Such compensation shall be payable 30 days after the presentation of an invoice of approved work and upon payment by the client per Client Agreement. Company will provide an IRS Form 1099 to Consultant at the beginning of ensuing calendar year.
- (g) Expenses. Any expense related to this agreement must be pre-approved in writing on the letter head of the Company. Consultant may be entitled to reimbursement only for pre-approved reasonable out-of-pocket expenses incurred by Consultant that are directly attributable to the performance of Consultant's Duties under this Agreement. Reimbursable expenses may include printing and shipping of project deliverables at the request of the Company. Long distance telephone, fax, internal printing, check prints, and internal reproduction will not be compensated. Consultant will adhere to Company's customary practices and procedures with respect to incurring out-of-pocket expenses and will present such expense statements, receipts, vouchers, or other evidence supporting expenses incurred by Consultant as Company may from time to time request.

Meals and Incidental Expenses (M&IE) for out-of-town travel may be expensed either on the basis of expense incurred with receipts included or based upon the current M&IE rate given in IRS publication 1542 - Per Diem Rates. The breakout of the M&IE rate is 20% each for breakfast and lunch, 50% for dinner and 10% for incidentals. Travelers are not to expense for meals provided by others.

- (h) Benefits. Because Consultant is not an employee of Company, Consultant will not be entitled to any benefits, nor the benefits generally provided employees of Company.
- (i) Confidentiality and Non-Disclosure. Consultant acknowledges that in the performance of Consultant's Duties to Company under this Agreement Consultant will gain a close, personal, and special influence with Company's employees, customers and suppliers and will obtain and/or develop certain trade secrets and valuable, Confidential Information concerning the following: operations; business opportunities; price and cost information; finances; customer names, customer prospects, and customer lists; the terms of contracts with customers, suppliers, employees and agents; business plans; marketing and sales plans; sales techniques; manuals; notebooks; procedures; reports; products; processes; specifications; services; inventions;

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research and development; and other concepts or ideas involving or relating to the business or prospective business of Company (collectively, "Confidential Information"), which Confidential Information has been or will be uniquely developed by or for Company or its Affiliates and cannot be readily obtained by third parties from outside sources. Consultant accordingly agrees as follows:

- (j) Detrimental Statements.** So long as this Agreement remains in effect, Consultant will not, directly or indirectly, in any individual or representative capacity whatsoever, make any statement, oral or written, or perform any act or omission which is or could be detrimental in any material respect to the goodwill of Company.
- (k) Covenant of Confidentiality.** All Confidential Information and other information communicated to Consultant by, or otherwise belonging to, Company, its Affiliates, or their customers or suppliers, whether before or after the Effective Date, shall at all times be held in strict confidence, shall be used only for the purpose of this Agreement, and shall not be disclosed by Consultant without the prior written consent of Company, except as may be necessary by reason of legal, accounting, or regulatory requirements beyond the reasonable control of Consultant. This covenant will remain in effect so long as this Agreement remains in effect and for a period of one year following the termination of this Agreement. The Consultant will be bound to the same degree as the Company to a Clients Confidential Agreement.
- (l) Covenant Not to Compete.** During the term of this agreement with Company and for one year thereafter, Consultant shall not own, manage, operate or control, or participate in the ownership, management or operations or control of, or be employed by, or act as a consultant or advisor to, or be connected in any manner with, any corporation, partnership, person or firm or other entity that is engaged in the type of business in which Consultant did business with Company in the States of Texas, Florida, Mississippi, Alabama or Florida or any other state in which Company is providing services; or solicit customers, or the business of any person, firm, corporation or other entity who shall have been a customer or account of Company, for the purpose of selling to such customer or account any product or service which shall have been sold by Company or any of its affiliates at any time during the term of this contract; or induce or attempt to induce any employee or consultant of Company to do any of the foregoing or to discontinue such person's association with Company or its affiliates.
- (m) Return of Lists, Books, Records, and Property.** Upon the termination of Consultant's employment, Consultant will surrender to Company all tangible Confidential Information in the possession of Consultant, including, but without limitation, the originals and all copies of all lists, books, and records of or pertaining to any Confidential Information, and all other property in the possession of Consultant belonging to Company or any of its Affiliates.
- (n) Right to Injunctive Relief.** Consultant acknowledges that a violation or attempted violation on Consultant's part of any agreement in this paragraphs 4 (i), (j), (k), (l) and (m) will cause irreparable damage to Company and its Affiliates, and accordingly Consultant agrees that Company shall be entitled as a matter of right to an injunction, out of any court of competent jurisdiction, restraining any violation or further violation of such agreements by Consultant; and such right to an injunction shall be cumulative and in addition to whatever other Rights Company may have.
- (o) Conflict of Interest.** Consultant agrees that Consultant will immediately disclose to Company any facts, which might involve any reasonable possibility of a conflict of interest. It is agreed that any direct or indirect interest in, connection with, or benefit from any outside activities, where

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such interest might in any way adversely affect Company, involves a possible conflict of interest. Circumstances in which a conflict of interest on the part of Consultant might arise, and which must be reported immediately by Consultant to Company, include, but are not limited to, the following: (a) ownership of a material interest in any supplier, contractor, subcontractor, customer, or other entity with which Company does business; (b) acting in any capacity, including director, officer, partner, consultant, Consultant, distributor, agent, or the like, for a supplier, contractor, subcontractor, customer, or other entity with which Company does business; (c) misuse of Company's information or facilities to which Consultant has access in a manner which will be detrimental to Company's interest, such as utilization for Consultant's own benefit of know-how, inventions, or information developed through Company's business activities; (d) disclosure or other misuse of Confidential Information of any kind obtained through Consultant's connection with Company; (e) the ownership, directly or indirectly, of a material interest in any enterprise in competition with Company, or acting as an owner, director, principal, officer, partner, consultant, Consultant, agent, servant, or otherwise of any enterprise which is in competition with Company; and (g) appropriation of a Corporate Opportunity, as defined in paragraph 4(o) of this Agreement.

- (p) Corporate Opportunities. Consultant acknowledges that during the course of Consultant's employment by Company Consultant may be offered or become aware of business or investment opportunities in which Company may or might have an interest ("Corporate Opportunity") with the owner and that Consultant has a duty to advise Company of any such Corporate Opportunities before acting upon them. Accordingly, Consultant agrees (a) that Consultant will disclose to Company's management any Corporate Opportunity offered to Consultant or of which Consultant becomes aware, and (b) that Consultant will not act upon any Corporate Opportunity for Consultant's own benefit or for the benefit of any Person other than Company without first obtaining the consent or approval of Company (whose consent or approval may be granted or denied solely at the discretion of Company).
- (q) Non-Solicitation. Throughout Consultant's employment and for a period of 180 days following the termination of Consultant's employment, Consultant agrees that Consultant will not solicit any employee or any customer of Company with respect to any business endeavor that would be in competition with Company or its Affiliates.
- (r) Work Product. All work product developed, derived or created as a result of the Services (including, but not limited to, any related patent, copyright, trademark, trade secrets or other property rights) ("Work Product") will be considered work made for hire. In the event that any Work Product cannot be considered work made for hire under applicable law, Consultant grants, transfers and assigns to Company all right, title and interest in and to the Work Product. Consultant agrees that all Work Product and other things provided to Consultant by Company or acquired by Consultant in performance of the Services ("Items") are Company's exclusive property. Consultant will deliver such items to Company after completion of the Services or after termination of this Agreement.
- (s) Project Deliverables. During the Design Phase, all deliverables shall be in electronic format unless requested otherwise. Drawings are to be submitted in Acrobat Adobe PDF format sized to print on the standard drawing size. CADD files are to be submitted within one week of the Construction Documents submittal. CADD formatting is to be consistent with the project CADD standards. All other documents are to be submitted in their native software format.

5. Miscellaneous.

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- (a) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Texas.
- (b) Entirely and Amendments. This Agreement embodies the entire agreement between Company and Consultant and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may be amended or modified only in writing executed by Consultant and the president of Company or another officer of Company expressly authorized by Company's board of directors.
- (c) Notices. Any notice or other communication hereunder must be in writing to be effective and shall be deemed to have been given when personally delivered to Consultant or Company or, if mailed, on the third day after it is enclosed in an envelope and sent certified mail/return receipt requested in the United States mail. Either party may from time to time change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective. The address for each party for notices hereunder is as follow:

Consultant: **CONSULTANT:** _____
ADDRESS 1: _____
ADDRESS 2: _____
CITY: _____
STATE: _____
ZIP CODE: _____
FEDERAL ID NO: _____
SS#: _____
DL State: _____ **DL#:** _____
HOME TELEPHONE NUMBER : _____
FACSIMILE: _____
CELL TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

Company: CLAIMS REPORTING US
3100 Main St # 88
Dallas, Texas 75226
Attention: President CRUS

- (d) Attorney's Fees. In the event that either party is required to obtain the services of an attorney in order to enforce any Right or obligation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the other party.
- (e) Assignability, Binding Nature. Neither this Agreement nor any Right, duty, obligation, or interest hereunder may be assigned or delegated by either party hereto without the prior written consent of the other party hereto. This Agreement is binding upon Company and Consultant and their respective successors, heirs, and assigns. Notwithstanding anything to the contrary herein, the Rights and obligations of Company hereunder may be assigned by Company to any Affiliate of Company or any successor of Company Affiliate through merger, consolidation, liquidation, acquisition of assets, or otherwise.
- (f) Headings. The headings of paragraphs contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

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(g) Severability. If, but only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Company and Consultant shall be relieved of all obligations arising under such provision, it being the intent and agreement of Company and Consultant that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

This document is being signed openly and willingly, without duress, and I fully understand each statement and agree to abide by this Agreement. I fully understand these statements are in effect upon my signature.

Date

Consultant

Date

Claims Reporting US

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ATTACHMENT A

(To be considered only when additional details not covered above are included, otherwise left blank.)