

ECONOMIWORKS, LLC

Contractor Agreement

THIS CONSULTING SERVICES AGREEMENT are the terms established as of October 1, 2018 by ECONOMIWORKS, a Texas Limited Liability Company ("Company"), for service providers, individual(s) and/or company performing professional services ("Contractor").

THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

Section I: Recitals

Company seeks someone who has of experience in the professional field related to this project. Contractor maintains that he/she has the requisite years of experience in the field of Company's request and specification. Contractor is willing to make available to Company his/her knowledge and experience in that field and represents that Contractor is completely free to make that knowledge and experience available to Company.

Company desires to receive this knowledge and experience from Contractor on a fee basis by engaging Contractor in a working capacity in the field as so specified. Company enters into this Agreement relying on this representation by Contractor.

Section II: The Project

2.1 Services To Be Provided.

Subject to the terms of this Agreement, Contractor will provide to Company the Services and Deliverables (as such terms are defined in Schedule A hereto) within the time limits and pursuant to the specifications set forth in Schedule A hereto.

2.2 Payment and Expenses.

In consideration of Contractor's performance of the Services and delivery of the Deliverables, Company will pay Contractor at a unit rate following the fees set forth in the project agreement. If necessary, Contractor will render a detailed line item monthly statement of work related expenses and travel expenditures, if applicable to the job in which Contractor has been hired. Payment of such fees and expenses will be due within ninety (90) days of Company's receipt of such statement.

2.3 Term.

This Agreement will be effective from and after the date first set forth below and, unless terminated pursuant to Section 7, will continue in force until the later of the completion of the Services and delivery of the Deliverables, and Company's acceptance thereof, or a period of one (1) year (the "Initial Term"). The term of this Agreement may be extended, upon mutual written agreement of the parties, for additional terms of one (1) year (each, a "Renewal Term") (or such other period of time as the parties may mutually agree) at the expiration of the Initial Term or any Renewal Term unless and until this Agreement is terminated by any party in accordance with the terms hereof.

2.4 Independent Contractor.

Contractor is an independent contractor and shall not be deemed an employee of Company. Neither party shall be responsible for the acts or omissions of the other party hereto nor the acts or omissions of the employees of the other party hereto, except for acts or omissions of the other party or such other party's employees caused by the grossly negligent or willful acts or omissions of such party. Neither party shall have the authority to speak for, represent or obligate the other party hereto in any way without either the express prior written consent of or written ratification by the other party.

Section III: Confidentiality and Non-Disclosure

3.1 Confidential Information.

(a) Meaning all information of Company (or information of another party which Company has in its possession (e.g., clients)) including, but not limited to, information relating to Company's research and development activities, source code and object code for software products, computer hardware, computer systems, product designs, prototypes, technical specifications, business and marketing plans, pricing and costing policies, contracts, projections, customer and supplier lists, any data relating to past, present and prospective customers or clients, and any and all other materials and information relating to or dealing with the business operations or activities of Company, regardless of whether such information was or is transmitted orally, in writing, electronically or in whatever other form, or whether such information was or is tangible or intangible or obtained from observation. Confidential Information shall further include any supplemental information the Company has provided to Contractor or provides to Contractor in the future, as well as information that has been or is expressly designated by Company as "Confidential Information." If the information disclosed was or is oral, then it shall be presumed by Contractor to be Confidential Information. In addition, Contractor acknowledges that by the very nature of the Services he/she performs for Company, he/she may become aware of Company's Confidential Information. Contractor agrees that all such information shall be used by Contractor only to perform the Services, and for no other purpose.

(b) Each party agrees to receive and maintain all Confidential Information in strictest confidence using, at a minimum, reasonable care and, except as provided herein, shall not use Confidential Information for its own benefit or disclose it to third parties without the prior written consent of the other party and the Company.

(c) The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement and shall be binding on the parties, their successors and assigns.

(d) Notwithstanding the foregoing, neither party shall have any obligations under this Agreement with respect to information which (i) is publicly available at the time of disclosure; (ii) is disclosed to the receiving party by a third party that is not a Company client at the time of disclosure, unless the receiving party is aware that the third party is subject to an obligation of confidentiality with respect to such information; (iii) becomes publicly available after disclosure through no act of the receiving party; or (iv) is independently developed by the receiving party without breach of this Agreement. Notwithstanding the foregoing restrictions Company or Contractor may use and disclose any information (i) to the extent required by an order of any court or other governmental authority, or (ii) as necessary for it or them to protect their interest in this Agreement, but in each case only after each party has been so notified and has had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

3.2. Third Party Confidentiality Agreement.

If either party enters into a separate confidentiality agreement or non-disclosure agreement (a "Third-Party Confidentiality Agreement"), with client, perspective client, or business partner then such Agreement will be and remain in full force and effect as provided therein, and both parties will be bound by the terms of the Third-Party Confidentiality Agreement. In the event of any conflict between the terms of this Agreement and

the terms of any such Third-Party Confidentiality Agreement, the terms of such Third-Party Confidentiality Agreement will control unless this Agreement provides stronger protection by law.

Section IV: Intellectual Property Rights

4.1 Ownership of Intellectual Property

(a) All rights, title, and interest, including copyright interest, in any data, deliverable or other work done by Contractor that is system discovered, developed, learned, created, produced, or provided by Contractor, alone or in combination with any contractor or employee of client or Company, that pertain in any way to the Services, and whether arising prior to or during the Term, are the property of Company. Contractor agrees that any contributions by Contractor to the creation of such works, including all copyright interest therein, shall be considered works made for hire by Contractor for Company under *17 U.S.C. § 101* and that such works shall, upon their creation, be owned exclusively by Company. To the extent that any such works may not be considered works made for hire for Company under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to Company, the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

(b) With respect to data not prepared or originated in the performance of the Services, but which is delivered to Company or incorporated in the Services, Contractor agrees to and does hereby grant to Company a royalty-free, non-exclusive and irrevocable license throughout the world to use, disclose, publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all such data.

4.2 Approval of Third-Party Property Rights

(a) Contractor shall not include in any data delivered to Company or incorporated in the Services, without the written approval of Company, any data or material which is or will be copyrighted by Contractor or others unless Contractor provides Company with the written permission of the copyright owner for Company to use such copyrighted material in the manner provided in paragraph 4.1(b) hereof.

(b) Contractor agrees to make full disclosure to Company of all ideas, designs, concepts, writings, discoveries, inventions, improvements, processes, procedures, techniques, and developments that are deemed to be the property of Company by the terms of this Agreement, and shall do everything necessary or desirable to vest the absolute title thereto in Company. To the extent that Contractor may be entitled to claim any ownership interest in any rights or materials that are deemed to be owned by Company pursuant to this Article 4, Contractor transfers and assigns to Company all of his/her right, title and interest in and to such rights and materials, under all applicable patent, copyright, trade secret and trademark laws, in perpetuity or for the longest period otherwise permitted by law. Contractor further agrees to furnish promptly to Company complete information thereon and execute all documents (including assignment in a form specified by Company), furnish all information, and do all things necessary to facilitate the consideration of, and the filing and prosecution of, applications for patents throughout the world, without additional compensation from, but at the expense of, Company.

(c) Contractor agrees that he/she is not entitled to any additional or special compensation or reimbursement regarding any ideas, designs, concepts, writings, discoveries, inventions, improvements, processes, procedures, techniques, or developments that are deemed to be the property of Company by the terms of this Agreement.

Section V: Rights, Warranties, and Party Loyalty.

5.1 Indemnification.

Contractor agrees to indemnify, defend and hold Company harmless from and against any liability arising out of or in connection with (i) the negligent or willful acts of Contractor in the performance of his/her obligations hereunder, or (ii) the breach by Contractor of any of her obligations hereunder.

5.2 Representations and Warranties.

(a) Contractor represents that he/she possesses the training, skills and expertise necessary to perform the Services in a competent and professional manner. Contractor agrees that Company may, if it so chooses, verify Contractor's identity, conduct a background check on Contractor, including through a third-party service, seek to confirm Contractor's employment history and education credentials, as well as check for any criminal history. Contractor agrees to cooperate with Company as it conducts background checks and other verifications.

(b) Contractor agrees to provide the Services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent service providers performing comparable services in the same or similar locality. Contractor warrants that he/she shall not knowingly provide Services that violate or infringe upon any third party's intellectual property rights. If Contractor becomes aware of any such possible infringement in the course of performing the Services under this Agreement, Contractor shall immediately notify Company in writing and may be forced to forgo such assignment.

(c) Each party represents to the other party that it has the power and authority to enter into this Agreement and that it is not a party to any restrictions, agreements or understandings whatsoever which would prevent or make unlawful such party's acceptance of the terms set forth in this Agreement or such party's performance hereunder. Each party further represents that its acceptance of the terms of this Agreement and the performance of its obligations hereunder do not and will not (with the passage of time) conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which such party is a party or by which such party is bound.

5.3 Nonsolicitation; Nondisparagement.

For the period commencing on the date hereof and continuing for a period of one (1) month following the termination of this Agreement, unless Company consents in advance in writing, Contractor shall not, directly or indirectly through another entity, (i) induce or attempt to induce any employee of Company to leave the employ of Company, or in any way interfere with the relationship between Company and any employee thereof, (ii) hire any person, who was an employee of Company at any time during the Term, (iii) induce or attempt to induce any customer, supplier, subcontractor, licensee, licensor, franchisee or other business relation of Company to cease doing business with Company, or in any way interfere with the relationship between any such customer, supplier, subcontractor, licensee or business relation and Company (including, without limitation, making any negative statements or communications about Company), or (iv) service (except in the capacity as an employee of Company) any customer, licensee, agent or franchisee of Company who was a customer, licensee, agent or franchisee of Company at any time during the Term. At all times after the date hereof, Contractor shall not disparage Company or any of its shareholders, directors, officers, employees, consultants or agents.

5.4 Non-Compete.

For the period commencing on the date hereof and continuing for a period of one (1) month following the termination of this Agreement, unless Company consents in advance in writing, any actions during this period in which may suggest such competition, Contractor agrees for Company to seek equitable relief against them. Contractor shall not engage, directly or indirectly, for her own account or as an officer,

director, trustee, consultant, member, partner, shareholder or other equity holder of any corporation, firm, company, partnership or other entity, in any business, located in the United States, whose primary business or the primary focus of a business unit of the business is to provide independent contractor work services, or any other business engaged in by Company during the Term.

Section VI: Independent Contractor Status

6.1 General Taxes.

(a) All amounts required to be paid by Company to Contractor under this Agreement are exclusive of any and all duties and taxes, however designated, levied or based on this Agreement or the Services delivered hereunder, including, without limitation, any personal property, retail sales, goods and services, use or value added taxes and whether such taxes are now in force or subsequently levied. Contractor shall pay and be responsible for all taxes owed in the working tax year.

(b) The failure to pay taxes in accordance with law resulting in penalties, liens, or levies, shall constitute a breach of this Agreement.

6.2 Federal and State.

(a) Company shall not be responsible for any federal, state, local or foreign tax on, or measured by, the net income of Contractor, or any fines, penalties, or interest imposed as a result of the misconduct or negligence of Contractor.

(b) Company shall not be liable for and shall not be obligated to withhold any federal, state or local income tax, or FICA, FUTA, or SUI contributions on behalf of any individual assigned by Contractor who provides the Services hereunder.

6.3 Company Relationship.

Contractor acknowledges and agrees that it has been engaged solely as an independent contractor and neither Contractor nor its employees or agents are or will be considered or deemed to be employees, agents, joint ventures or partners of Company. Contractor will not have any authority to contract for or bind Company in any manner and will not hold itself out as an agent of Company or as otherwise authorized to act for or on behalf of Company.

6.4 Company Reporting.

Contractor acknowledges and agrees to report any legal or Company or Client policy violations, in which he/she may have witnessed, taken part of, or be knowledgeable about to the Company's Client Services Manager, including acts committed by clients of the Company and fellow contractors which may be or are associated with the Company. A written report must be sent by Contractor to thomas@economyworks.com with Subject "Company Reporting".

(b) If Contractor fails to make such a reporting or willfully omits material information, he/she may be subject to immediate termination of this agreement upon a thorough investigation and/or be withdrawn from his/her current assignment at the sole discretion of the managers of the Company.

Section VII: Termination of Agreement

7.1 Notice.

Each party has the right to terminate this Agreement for any reason or no reason upon fifteen (15) days written notice to the other party.

7.2 Dishonest Acts and Fraud.

Company may immediately terminate this Agreement if (i) Contractor commits any act of fraud, misappropriation or personal dishonesty intended to result in the substantial personal enrichment of Contractor at the expense of Company, or (ii) Contractor is convicted of or enters a plea of nolo contendere to any felony or any misdemeanor involving moral turpitude.

7.3 Termination by Insolvency.

Either party may immediately terminate this Agreement by written notice to the other if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise. Upon the occurrence of any of the above events, immediate notice of such event shall be given to the non-defaulting party by the party so affected.

Section VIII: Miscellaneous Provisions

8.1 Governing Law; Jurisdiction.

This Agreement shall be governed and construed by the laws of the State of Texas. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts of the State of Texas for the purposes of any proceedings arising out of this Agreement.

8.2 Entire Agreement.

This Agreement (including its exhibits) constitutes the entire agreement of the parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled. In the event of any conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall govern.

8.3 Amendment.

This Agreement shall not be modified or amended except by a further written document signed by the parties.

8.4 Waiver.

No provisions hereof may be waived except by an agreement in writing signed by the parties. A waiver of any term or provision hereof shall not be construed as a waiver of any other term or provision hereof.

8.5 Binding Effect.

This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

8.6 Assignment.

This Agreement is a personal service contract and may not be assigned by either party without the prior written consent of the other party; provided, however, that Company may assign this Agreement without Contractor's consent in connection with the sale of all or substantially all of Company's capital stock or assets.

8.7 Notice.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by email to such party at its address set forth below:

If to Company:

Attention: Thomas J Lopez

Phone: 210-326-3215

Email: thomas@economiworks.com

8.8 Schedules and Exhibits.

All Schedules and Exhibits to this Agreement, if any, are hereby incorporated by reference into, and made a part of, this Agreement

8.9 Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions (including any remaining provisions within the same numbered paragraph), unless the absence of such invalid or unenforceable provision materially and adversely affects the right or obligations of either party hereto.

8.10 Force Majeure.

The parties will not be liable to each other for any failure or delay caused by events beyond such party's reasonable control, including, without limitation, acts of God, riots, floods, natural disasters, sabotage, terrorism, utility or transmission failures, fire or labor disturbances.

8.11 Survival.

(a) In the event of any termination of this Agreement, all remaining Sections hereof shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

(b) All warranties, representations and covenants made by Company or Contractor in this Agreement or in any other Document, delivered by it or on its behalf under this Agreement shall be considered to have been relied upon by both parties and shall survive the formation of the Company.

8.12. Arbitration of Disputes.

(a) Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 et seq., in Harris County administered by the American Arbitration Association in accordance with its applicable rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In an arbitration hereunder, to the extent permitted by the rules governing such arbitration, the arbitrators shall have the power but not the obligation, to award all costs and fees to the prevailing party.

(b) IN ACCEPTING A PROJECT AND BY PROVIDING SERVICES CONTRACTOR ACKNOWLEDGES THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR IS AGREEING TO HAVE ANY ISSUE OF ARISING OUT OF OR RELATING TO THIS AGREEMENT DECIDED BY BINDING NEUTRAL ARBITRATION, AND THAT BY AGREEING TO ARBITRATION CONTRACTOR IS GIVING UP VARIOUS RIGHTS CONTRACTOR MIGHT HAVE IN AN LEGAL ACTION, INCLUDING THE RIGHT TO A JURY AND RIGHT TO APPEAL.