



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement, (“Agreement”) is entered into on _____, by and between ARTISAN COFFEE GROUP, Ltd. Db a Combustion Systems Sales and Services. (“Consultant”) on behalf of itself and its subsidiaries and affiliates (“Affiliates”) and Enter Company Legal Name (“Company”) an Enter Entity Type & State.

WHEREAS, Company desires to use the professional or consulting services (the “Services”) of Consultant as Company and Consultant may mutually agree from time to time and as set forth on one or more statements of work, the form of which is attached as Exhibit A;

NOW, THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PROJECT**. Consultant will provide the Services to Company and its Affiliates as described in the Statement of Work (“SOW”) attached as Schedule A and made a part of this Agreement by this reference (the “Services”).

2. **TERM AND TERMINATION**. This Agreement is effective on the date first written above (“Effective Date”), but Consultant’s obligations set forth hereunder also apply to Services performed for or on behalf of Company prior to the Effective Date and shall continue until the Services are complete.

3. **CONFIDENTIAL INFORMATION**.

3.1 **Definition**. Confidential Information means information identified on, in or constituting: all strategic and development plans, financial information, results of the Services, business plans, information about data, business records, product designs, test data, project records, trade secrets, know-how, discoveries, ideas, concepts, specifications, models, diagrams, methodologies, research, technical and statistical data, drawings, flow charts, work-flow, marketing, pricing, selling, distribution, database descriptions, software code, source code, object code, work product and any and all other tangible or intangible information, encompassed in any medium, which may be disclosed, whether or not in writing, whether or not marked as “Confidential” or “Proprietary” by Consultant.

4. **NON-DISCLOSURE OBLIGATIONS**. Company acknowledges that Confidential Information will be disclosed to Company by Consultant or learned by in performance of the Services and that such Confidential Information, and any information related thereto disclosed before, during, or after the Services, is confidential, proprietary, substantial and valuable to Consultant, and that the unlawful use or disclosure of such Confidential Information will cause irreparable damage and financial loss to Consultant. Company promises and agrees to use its best efforts to hold Confidential Information in confidence. Without limiting the generality of the foregoing, Company further promises and agrees: (a) to protect and safeguard Confidential Information against unauthorized use, publication or disclosure; (b) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized in writing in accordance with this Agreement; (c) not to use any Confidential Information to unfairly compete or obtain unfair advantage over Consultant in any commercial activity which may be comparable to the commercial activity contemplated by the

parties in connection with the Services; (d) not to use Confidential Information to engage in any fraudulent, deceptive, manipulative, or otherwise unlawful practice in connection with the purchase or sale of securities or to improperly influence the performance of securities; (e) to maintain Confidential Information in a secure area separate and apart from the Company's general business records; and (f) to comply with all reasonable security measures requested in writing. Notwithstanding the foregoing, in the course of performing the Services, Consultant shall provide Findings and Recommendations to the Company and Company shall have an indefinite, irrevocable, worldwide license to use the Findings and Recommendations.

5. **EXCEPTIONS.** Confidentiality obligations hereunder do not apply to Confidential Information which: (a) is or later becomes generally available to the public without breach of any express or implied obligation of confidentiality by the Company; (b) is in Company's possession with the full right to disclose prior to its receipt from Consultant ; (c) is later acquired by the Company from a third party without any restriction on disclosure or breach of an express or implied obligation of confidentiality; (d) Company can document in writing that it has independently created such information without reference or use of Confidential Information; or (e) is ordered to be disclosed pursuant to a court order or governmental agency order which has competent jurisdiction; provided, that Consultant is first given notice and a reasonable opportunity to object to such disclosure if such notice is permitted by law.

6. **DEFEND TRADE SECRETS ACT DISCLOSURE.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

7. **RETURN OF CONFIDENTIAL INFORMATION.** Company shall, upon termination of the Services or upon written request, whichever is earlier, promptly deliver to Consultant all originals, copies, records, notes, memoranda or similar repositories of information and any other written, printed, or tangible materials, and any derivatives thereof, in Company's possession which, embody, pertain to or reference Confidential Information and securely destroy and make irretrievable any and all electronic, optical or digital copies, including back-up and archive copies, in Company's possession. Consultant shall certify in writing that it has complied with this Section 7. Notwithstanding the foregoing, Company shall have no obligation to return the Findings and Recommendations provided by Consultant to Company.

8. **NO RIGHT TO CONFIDENTIAL INFORMATION.** No license, either express or implied, is granted to the Company to use any Confidential Information, except as authorized hereunder, and that title thereto remains strictly with Company.

9. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Under this Agreement, Consultant is an independent contractor with the authority to control the manner, method and means of its performance. Company shall inform Consultant only of the results it desires, the completion date, and assessment of the Services Consultant has performed to insure they have been performed in accordance with the terms set forth herein. Consultant shall not at any time hold itself out as an employee of Company. Consultant has no authority to incur, and may not incur any obligation of any kind on behalf of Company or bind Company to any oral or written contract or agreement.

10. **WARRANTY.** Consultant hereby represents and warrants that the Services will be performed in a timely, accurate and workmanlike manner and such Services shall be of the professional quality consistent with industry standards. Further, Consultant shall not knowingly infringe the intellectual property rights of any third party in the performance of the Services.

11. **GENERAL PROVISIONS:**

11.1 **Governing Law.** This Agreement shall be construed and enforced in accordance with the procedural and substantive laws of the State of Arkansas without regard to its conflicts of law provisions. The exclusive forum and venue for all disputes shall be the state and federal courts having jurisdiction in Arkansas

11.2 **Severability, Reform and Waiver.** If any provision of this Agreement is determined to be void, invalid or unenforceable, the remainder will be unaffected and be enforceable as if the void, invalid or unenforceable part was not a provision of the Agreement. No waiver by any party of any breach of any provision hereof will constitute a waiver of any other breach of that or any other provision hereof.

11.3 **Notice.** Any notice or communication required or permitted to be given hereunder may be effectuated by deposit with a courier for prepaid overnight delivery, confirmed facsimile, electronic mail, or by registered or certified mail, return receipt requested and postage prepared.

11.4 **Survival.** The following sections survive termination or expiration of this Agreement: Sections 1 through 8, 10.

11.5 **Entire Agreement.** This Agreement supersedes and replaces all former agreements or understandings, oral or written, between the parties regarding the subject matter hereof. This Agreement may not be modified except by a writing signed both by parties.

11.6 **Effect of Headings.** Headings to sections and paragraphs of this Agreement are for reference only, and do not form a part of this Agreement or effect its interpretation.

11.7 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but together will constitute one and the same agreement. Facsimile, electronic and/or a PDF of a signature is to be considered original signature and original documents.

11.8 LIMITATION OF LIABILITY AND INDEMNIFICATION. THE LIABILITY OF THE CONSULTANT, IF ANY, AS A RESULT OF THIS CONTRACT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CHARGES BILLED BY CONSULTANT TO COMPANY DURING THE PERIOD OF ONE (1) YEAR FROM THE DATE OF THIS CONTRACT. CONSULTANT WILL NOT BE LIABLE FOR DAMAGES WHICH ARE INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF THE CONSULTANT HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, SUCH ITEMS AS LOSS OF PROFITS. COMPANY SHALL FULLY INDEMNIFY CONSULTANT AND ITS AGENTS AND RELATED ENTITIES, AND EACH OF THEM, AND SHALL HOLD CONSULTANT HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIM, AND/OR EXPENSE ARISING DIRECTLY OR INDIRECTLY OUT OF (1) THE RELATIONSHIP CREATED BY THIS AGREEMENT, (2) ANY ALLEGATION THAT COMPANY IS IN VIOLATION OF THE LAW, (3) ANY BREACH BY COMPANY OF ANY OBLIGATION HEREUNDER OR OBLIGATION OR LEGAL DUTY OWED TO A THIRD PARTY.

11.9 **Prevailing Party Legal Fees.** If either party brings an arbitration proceeding or a lawsuit in order to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

COMPANY

CONSULTANT

Signature Date

Signature Date

Print Name and Title

Marty G. Curtis, CEO

Print name (and title if applicable)

EXHIBIT A

STATEMENT OF WORK

This Statement of Work (“SOW”) is entered into on Click here to enter start date of work., by and between the parties whose signature appears below.

Any term not defined herein shall have the definition ascribed to it in the Agreement. If there is any conflict with the terms and conditions of this SOW and the Agreement, the Agreement shall control.

- 1. **Scope of Services for this SOW:** On Site Remote Consult
 - Equipment Inventory Equipment Inspection Installation Inspection
 - Safety Inspection Findings & Recommendations

- 2. **Term of this SOW.** The term of this SOW is for ____. COMPANY may terminate this SOW at any time without notice to Consultant. Regardless of early termination, all Work Product, even if uncompleted, is owned and assigned to COMPANY pursuant to the terms of the Agreement.

- 3. **Compensation for Services under this SOW.**
 - a. Company shall remit payment to Consultant for each daily Site Visit (comprised of an 8-hour day) in the amount of \$1,000 USD, payable before consulting is booked (30 days in advance).
 - b. Expenses of Airfare, Hotel, Meals, Ground Transportation, Travel Time To-From, Project Services Expense shall be separately paid by Company and are not included in the flat fee for the Site Visit. Billed in USD.
 - c. Non-site visits and all other services are billed at \$150 USD per hour, with a one-hour minimum, which includes time spent from the initial inquiry received forward and each 15 minute increment thereafter
 - d. Non-site visits and all other services require a \$50 USD fee (Payable upon signed agreement) to determine scope of issues and if issues can be fixed remotely. If the determination is that issues can be fixed remotely, then the \$50 USD fee will be applied to the 1st hour billed at \$150 USD.

The invoice shall show the applicable rate and basis of work. Invoices will be paid within ten (10) days from the date of receipt, after which all unpaid invoices shall collect interest at the higher of the rate of 10% per annum or the highest rate allowable under applicable law.

4. **Location for Performance:**

IN WITNESS WHEREOF, the parties have entered into this SOW as of the date written above.

COMPANY

CONSULTANT

Signature Date

Signature Date

Print name and title

Marty G. Curtis, CEO
Print name (and title, if applicable)