

**STATE OF TEXAS**

**COUNTY OF KENDALL**

## ***CONSULTING AND RETAINER AGREEMENT***

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **VeriFi Laboratory, Inc.**, hereinafter call the "Consultant" and \_\_\_\_\_, hereinafter called the "Client".

The Client desires to have services provided by the Consultant. Therefore, the parties agree to the following:

### **I.**

#### **EMPLOYMENT OF CONSULTANT**

**A.** It is understood by the parties that the Consultant is an independent contractor with respect to the Client, and not an employee of the Client. The Client will not provide fringe benefits, including health insurance, paid vacation, or any other benefit extended to employees of the Client.

### **II.**

#### **DESCRIPTION OF SERVICES**

- A.** The Consultant will provide the following services (collectively, the "Services"):
- a.** Digital forensic services
    - i.** forensic analysis of digital devices
    - ii.** forensic data extraction from digital devices
    - iii.** data recovery
    - iv.** eDiscovery
  - b.** Consultation
  - c.** Expert testimony
  - d.** In-service training related to Services

### **III.**

#### **PERFORMANCE OF SERVICES**

- A.** The manner in which the Services are to be performed and the specific hours to be worked by the Consultant shall be determined by the Consultant. Client will rely on the Consultant to work as many hours as may be reasonably necessary to fulfill the Consultant's obligations under this Agreement.

**IV.**  
**RETAINER PAYMENT**

- A.** Effective on the date of this agreement, The Client will pay a retainer to the Consultant for the Services in the amount of \$15,000. This fee shall be payable in advance upon contract signing. This retainer is non-refundable. Consultant shall bill first to the retainer. This retainer shall be deemed complete payment for Services performed by the Consultant for the Client during the entire term of this Agreement, starting the date this Agreement becomes effective and ending on the termination date of this Agreement.

**V.**  
**EXPENSE REIMBURSEMENT**

- A.** The Consultant shall be entitled to reimbursement from the Client for the following “out of pocket” expenses:
- 1.** storage media for Services
  - 2.** travel expenses related to Services if outside Kendall County.

**VI.**  
**TERM/TERMINATION** *(Strike one)*

- A.** This Agreement shall terminate automatically upon the one (1) year anniversary of the effective date of this Agreement.

**VII.**  
**EMPLOYEES**

- A.** The Consultant’s employees, if any, who perform services for the Client under this Agreement shall also be bound by the provisions of this Agreement.

**VIII.**  
**CONFIDENTIALITY**

- A.** The Client recognizes that the Consultant has and will have access to restricted and confidential information that requires protection from improper disclosure. In consideration for the disclosure of information, the Consultant agrees that the Consultant WILL NOT at any time or in any manner, either directly or indirectly, use any information for the Consultant’s own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior consent of the Client. The Consultant will protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.
- B.** The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.

**IX.**  
**RETURN OF RECORDS**

- A.** Upon termination of this agreement, and if no other agreement follows, the Consultant shall deliver all records, notes, and data of any nature that are in the Consultant's possession or under Consultant's control and that are the Client's property or relate to the Client's business.

**X.**  
**NOTICES**

- A.** All notices under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, deliverable to the receiver's mailing address. Both parties shall keep current their mailing address with the other party.

**XI.**  
**DISCLOSURE**

- A.** The Consultant is required to disclose any outside activities or interests that conflict or may conflict with the best interest of the Client. Prompt disclosure is required under this paragraph if the activity is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement.
- B.** The Consultant does not guarantee outcomes or results.

**XII.**  
**ENTIRE AGREEMENT**

- A.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**XIII.**  
**AMENDMENT**

- A.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**XIV  
SEVERABILITY**

- A. If any provision of this Agreement be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**XV.  
WAIVER OF CONTRACTUAL RIGHT**

- A. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**XVI.  
APPLICABLE LAW**

- A. The parties agree that venue for any dispute concerning this Agreement will be in Kendall County.
- B. In the event of any dispute concerning this Agreement, the parties agree that the prevailing party in such dispute shall be entitled to reasonable attorney's fees and expenses from the non-prevailing party.
- C. This Agreement shall be governed by the laws of the State of Texas.

**The Client hereby acknowledges that the Client has carefully read this entire agreement, and the Client fully understands and agrees to abide by all of the terms, conditions and obligations of this Agreement, and that the Client has received a true and correct copy of this Agreement.**

**UNDERSTOOD and AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_**

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

**ACCEPTED BY:  
VeriFi Laboratory, Inc.**

**By: \_\_\_\_\_  
William T. Aycock  
VeriFi Laboratory, Inc.**