

Cardiff Electric, LLC

CONSULTING AGREEMENT

EFFECTIVE DATE: 9/5/23

THIS CONSULTING AGREEMENT (the “*Agreement*”) is made as of the Effective Date set forth above by and between Cardiff Electric, LLC, a Delaware corporation (“*Client*”) and the consultant named on the signature page hereto (“*Consultant*”).

1. Engagement of Services. The Client has the discretion to present Consultant with Project Assignments, using the format provided in this Agreement under **EXHIBIT A** (“*Project Assignment*”). In accordance with this Agreement, the Consultant will undertake the services detailed in any accepted Project Assignment(s) (“*Services*”) and ensure their completion by the specified dates. Unless indicated differently in the relevant Project Assignment, the Consultant holds full autonomy regarding how and where the Services are delivered. All necessary workspace, equipment, tools, and materials for the completion of the Services will be furnished by the Consultant at their own cost. Yet, if it aids the execution of the Services, the Client might opt to offer their equipment or facilities to the Consultant upon request. When operating within the Client's domain, the Consultant commits to abiding by the Client's current protocols, encompassing safety, security, and confidentiality guidelines. The Consultant recognizes and consents that they have no privacy rights concerning the Client's telecommunication, network, or data systems (this includes saved computer data, emails, and voice recordings). The Consultant's actions, such as transmitting or obtaining files or messages using these systems, can be observed and the content can be analyzed or disclosed at any given moment without prior notice.

2. Compensation. Client will pay Consultant the fee set forth in each Project Assignment for Services rendered pursuant to this Agreement as Consultant's sole compensation for such Services. Consultant will be reimbursed only for expenses that are expressly provided for in a Project Assignment or that have been approved in advance in writing by Client, provided Consultant has furnished such documentation for authorized expenses as Client may reasonably request. Payment of Consultant's fees and expenses will be in accordance with terms and conditions set forth in the applicable Project Assignment. Upon termination of this Agreement for any reason, Consultant will be paid fees on the basis stated in the Project Assignment(s) for work which has been completed. Unless otherwise provided in a Project Assignment, payment to Consultant of undisputed fees will be due 30 days following Client's receipt of an invoice that contains accurate records of the work performed sufficient to document the invoiced fees.

3. Ownership of Work Product. Consultant agrees that any and all Work Product (as defined below) shall be the sole and exclusive property of Client. Consultant hereby irrevocably assigns to Client all right, title and interest worldwide in and to any deliverables specified in a Project Assignment (“*Deliverables*”), and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work product created, conceived or developed by Consultant (whether alone or jointly with others) for Client during or before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (the “*Work Product*”). Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's ownership of the Work Product. Consultant agrees to execute, at Client's request and expense, all documents and other instruments necessary or desirable to confirm such assignment, including without limitation, the copyright assignment set forth as **EXHIBIT B** (“*Assignment of Copyright*”) and the patent assignment set forth as **EXHIBIT C**

(“*Assignment of Patent Application*”). Consultant hereby irrevocably appoints Client as Consultant's

attorney-in-fact for the purpose of executing such documents on Consultant's behalf, which appointment is

1.

coupled with an interest. Consultant will deliver any Deliverables in accordance with the applicable Project Assignment and disclose promptly in writing to Client all other Work Product.

4. Other Rights. If Consultant has any rights, including without limitation "artist's rights" or "moral rights," in the Work Product that cannot be assigned, Consultant hereby unconditionally and irrevocably grants to Client an exclusive (even as to Consultant), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that Consultant has any rights in the Work Product that cannot be assigned or licensed, Consultant unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Client or Client's customers.

5. License to Preexisting IP. Consultant agrees not to use or incorporate into Work Product any intellectual property developed by any third party or by Consultant other than in the course of performing services for Client ("**Preexisting IP**"). In the event Consultant uses or incorporates Preexisting IP into Work Product, Consultant hereby grants to Client a non-exclusive, perpetual, fully-paid and royalty free, irrevocable and worldwide right, with the right to sublicense through multiple levels of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in Work Product. However, in no event will Consultant incorporate into the Work Product any software code licensed under the GNU GPL or LGPL or any similar "open source" license. Consultant represents and warrants that Consultant has an unqualified right to license to Client all Preexisting IP as provided in this section.

6. Representations and Warranties. The Consultant assures and guarantees that: (a) their Services will be executed professionally, in line with industry standards, and the delivered Work Product will meet the criteria specified in the relevant Project Assignment, (b) the Work Product is an authentic creation of the Consultant, (c) the Consultant possesses unequivocal rights to transfer the ownership of the Work Product to the Client as detailed in Section 3, covering any Work Product produced by the Consultant's staff or external contractors, (d) the Work Product or any of its components won't violate or misuse any copyright, patent, trademark, trade secret, publicity or privacy rights, or any other exclusive rights under any form of law, (e) the Consultant has the absolute privilege to bestow upon the Client the license concerning Preexisting IP as delineated in Section 5, and (f) the Consultant will adhere to all relevant local, state, national, and international regulations applicable to independent professionals, encompassing tax obligations and other statutory contributions. Should there be any breaches or alleged breaches by the Consultant concerning the guarantees provided in this Section 6, the Consultant commits to defend and safeguard the Client against all potential repercussions, costs, claims, or any other liabilities, inclusive of reasonable legal fees.

7. Independent Contractor Relationship. Consultant's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between Client and any of Consultant's employees or agents. Consultant is not authorized to make any representation, contract or commitment on behalf of Client. Consultant (if Consultant is an individual) and Consultant's employees will not be

entitled to any of the benefits that Client may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Because Consultant is an independent contractor, Client will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on behalf of Consultant. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required

to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law. If, notwithstanding the foregoing, Consultant is reclassified as an employee of Client, or any affiliate of Client, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency as the result of any administrative or judicial proceeding, Consultant agrees that Consultant will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Client.

8. Confidential Information. Consultant agrees that during the term of this Agreement and thereafter it will not use or permit the use of Client's Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, will hold such Confidential Information in confidence and protect it from unauthorized use and disclosure, and will not disclose such Confidential Information to any third parties except as set forth in Section 9 below. "**Confidential Information**" as used in this Agreement shall mean all information disclosed by Client to Consultant, whether during or before the term of this Agreement, that is not generally known in the Client's trade or industry and shall include, without limitation: (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Client or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; (d) existence of any business discussions, negotiations or agreements between the parties; and (e) any information regarding the skills and compensation of employees, contractors or other agents of Client or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Client or Consultant in the course of Client's business. Confidential Information does not include information that (x) is or becomes a part of the public domain through no act or omission of Consultant, (y) is disclosed to Consultant by a third party without restrictions on disclosure, or (z) was in Consultant's lawful possession prior to the disclosure and was not obtained by Consultant either directly or indirectly from Client. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; *provided, however*, that Consultant shall first have given notice to Client and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. All Confidential Information furnished to Consultant by Client is the sole and exclusive property of Client or its suppliers or customers. Upon request by Client, Consultant agrees to promptly deliver to Client the original and any copies of the Confidential Information.

9. Consultant's Employees, Consultants and Agents. Consultant will ensure that each of its employees, consultants and agents who will have access to any Confidential Information or perform any

Services has entered into a binding written agreement that is expressly for the benefit of Client and protects Client's rights and interests to at least the same degree as Section 8. Client reserves the right to refuse or limit Consultant's use of any employee, consultant or agent or to require Consultant to remove any employee, consultant or agent already engaged in the performance of the Services. Client's exercise of such right will in no way limit Consultant's obligations under this Agreement.

10. No Conflict of Interest. During the term of this Agreement, Consultant will not accept work, enter into a contract, or accept an obligation from any third party, inconsistent or incompatible with Consultant's obligations, or the scope of Services rendered for Client, under this Agreement and up to 12 month after the termination of the agreement. Consultant warrants that there is no other contract or duty on its part inconsistent with this Agreement. Consultant agrees to indemnify Client from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreement with any third party.

11. Term and Termination.

11.1 Term. The initial term of this Agreement is for 1 year from the Effective Date set forth above, unless earlier terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew on its anniversary date, for 1 year, unless Client provides 15 days' written notice prior to any such anniversary date that the Agreement shall not renew.

11.2 Termination Without Cause. Client may terminate this Agreement with or without cause, at any time upon 15 days' prior written notice to Consultant. Consultant may terminate this Agreement without cause, at any time when no Project Assignment is in effect upon 30 days' prior written notice to Client.

11.3 Termination for Cause. Either party may terminate this Agreement immediately in the event the other party has materially breached the Agreement and failed to cure such breach within 15 days after notice by the non-breaching party is given.

11.4 Survival. The rights and obligations contained in Sections 3 ("*Ownership of Work Product*"), 4 ("*Other Rights*"), 5 ("*License to Preexisting IP*"), 6 ("*Representations and Warranties*"), 8 ("*Confidential Information*") and 12 ("*Noninterference with Business*") will survive any termination or expiration of this Agreement.

12. Noninterference with Business. Consultant agrees that during the Term of this Agreement, Consultant will not, without Client's express written consent, either directly or indirectly engage in any employment or business activity that is competitive with, or would otherwise conflict with the Services rendered to, or that would otherwise interfere with the business of, the Client. Consultant agrees that during the Term of this Agreement, and for one 18 months thereafter, Consultant will not either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or consultant of Client to terminate his, her or its relationship with Client in order to become an employee, consultant, or independent contractor to or for any other person or entity.

13. Successors and Assigns. Consultant may not subcontract or otherwise delegate or assign this Agreement or any of its obligations under this Agreement without Client's prior written consent. Any attempted assignment in violation of the foregoing shall be null and void. Subject to the foregoing, this Agreement will be for the benefit of Client's successors and assigns, and will be binding on Consultant's assignees.

14. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be

delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

15. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction.

16. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

17. Waiver. The waiver by Client of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.

18. Injunctive Relief for Breach. Consultant's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Consultant for Client; *provided, however,* that in the event of any conflict between the terms of this Agreement and any Project Assignment, the terms of the applicable Project Assignment will control. This Agreement may only be changed or amended by mutual agreement of authorized representatives of the parties in writing. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. This Agreement may be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (e.g., www.docusign.com).

[Remainder of page intentionally left blank]

The parties have executed this Agreement as of the Effective

Date. **CLIENT:**

Cardiff Electric, LLC

By:

Name: John Bosworth
Title: Senior Vice President

Address: 1420 Prairie Tech Drive,
Dallas, TX 75201

CONSULTANT:

Cameron Howe

Name of Consultant (Please Print)

Signature

Title (if applicable)

Address: Apartment 4B,
Elmwood Lofts,
2841 Fort Worth Avenue,
Dallas, TX 75211

EXHIBIT A

PROJECT ASSIGNMENT #__ UNDER CONSULTING AGREEMENT

DATED 9/5/23

PROJECT:

Consultant shall render such services as Client may from time to time request, including, without limiting the generality of the foregoing:

The AI Architectural Advisor will work hand-in-hand with Cardiff Electric to scrutinize and elevate their ongoing AI practices within the firm. This symbiotic relationship will pave the way for an all-inclusive AI roadmap, bespoke interventions for unique business and data impediments, and insightful counsel on infrastructural adaptations to harmonize AI inclusion. Beyond this, the Advisor will illuminate the path towards robust security protocols and privacy norms, making certain that the corporation's AI pursuits are not just safe but also in alignment with governing mandates. Throughout this alliance, the Advisor promises unwavering mentorship, ensuring Cardiff Electric remains a vanguard in AI mastery and its diverse implementations.

SCHEDULE OF WORK:

The work will commence on 9/18/23.

FEES AND REIMBURSEMENT:

A. Fee:

Hourly Fee: \$250.

The anticipated workload is 10 hours per week. Any hours exceeding this weekly allocation require prior approval from the company.

B. Reimbursement for the following, as approved in advance by Client:

1. Outside services at cost:
2. Direct charges at cost:
3. Travel and subsistence at cost:

Consultant shall invoice Client monthly for services and expenses and shall provide such reasonable receipts or other documentation of expenses as Client might request, including copies of time records.

Payment terms: net 30 days from receipt of invoice. Client will be invoiced on the first day of each month for services rendered and expenses incurred during the previous month.

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The parties have executed this Project Assignment as of the date first written

above. **CLIENT:**

Cardiff Electric, LLC

By:

Name: John Bosworth

Title: Senior Vice President

CONSULTANT:

Cameron Howe

Name of Consultant (Please Print)

Signature

Title (if applicable)

