



CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is between Team Trident LLC, located at 16300 Katy Freeway, Suite 180, Houston, Texas 77094 (the “**Company**”), and _____ located at _____, with taxpayer identification number _____.

IN CONSIDERATION of the mutual promises made in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. **SCOPE OF WORK** The Consultant will perform services as defined in the project work order listed in Exhibit A (“the Work”). This document will be emailed to the consultant before each project and will provide all details listed therein.

2. **SAFETY** The Consultant acknowledges that he recognizes personal responsibility to perform all services in a consistently safe manner and at Consultant’s own risk. If the Consultant has any concerns for safety, he must immediately contact the Company. Furthermore, by entering this agreement, the Consultant agrees to follow all of the Client’s safety requirements and strictly comply with all applicable laws and regulations.

3. **PAYMENT** Consultant will be paid based on a “**Workday**” defined as a period of time between 12:00 a.m. and 11:59 p.m. For each workday that Consultant actually provide services to the client at the client site listed in Exhibit A, Consultant will receive a flat rate regardless of the hours it takes to perform your services on that workday. For each day or portion of a day Consultant spend travelling to/from the client site, Consultant will be paid a “**Travel Day Rate**” also defined in Exhibit A. For payment, you must submit a **Time Sheet** signed off by the Client’s representative by Monday morning of each applicable week and which reflects each Workday Consultant performed services during that past week. Additionally, Consultant must submit an **Invoice** to the Company which outlines the total number of Workdays and Travel Days for said period at the end of each project. These documents will be submitted to the Company in a timely manner so that payments to the Consultant can be made promptly bi-weekly after the work is complete and the Time Sheets will be certified by the Client’s agent / supervisor. In either case, payment to the Consultant will be made within in a timely manner upon receipt of necessary documents.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP** The Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venture of the Company. The Company shall determine the Work to be done by Consultant but Consultant shall determine the legal means by which the Work is accomplished. Consultant agrees to comply with all applicable laws, statutes, and regulations relating to providing the Work, including but not limited to, the Foreign Corrupt Practices Act, environmental laws, employment laws, safety regulations, securities laws and regulations, antitrust laws, intellectual property laws, and any other applicable laws, statutes, or regulations.



5. **TAXES AND BENEFITS** Consultant shall be responsible to pay all taxes as required by law. The Company shall not withhold any taxes from the Consultant, which shall be liable for its own withholding, Social Security, self-employment and other applicable taxes. The Consultant is not entitled to any benefits from the Company or its Client; including medical insurance, dental insurance, disability insurance, life insurance and any other customary benefits provided in a typical employer-employee relationship. The Consultant shall carry and maintain any necessary business occupational licenses for its business. The Company shall not be liable for injuries incurred by the Consultant doing work. This shall not bar negligence claims due to the Company's employees or facilities. The Consultant shall hold the Company and its client(s) harmless from actions brought by others, for taxes or otherwise, due to its work. If the Consultant occupation requires any form to make this Agreement effective then the Consultant shall attach it.
6. **TRAVEL EXPENSE** Under most circumstances, the Company will coordinate and pay for the Consultant's air and ground travel and overnight lodging to / from the Client work site. Details will be coordinated with the Consultant and listed in Exhibit A. However, if the Client requests the Consultant's removal from the job site due to misconduct or if the Consultant voluntarily decides to stop services prior to the date listed in said exhibit, the Consultant will be responsible for all travel costs related to the Consultant's return to point of origin.
7. **CLOTHING, EQUIPMENT & DOCUMENTATION** The Consultant is expected to bring all clothing and personal equipment to perform services under this agreement. At a minimum, personal protective equipment (PPE) includes un-badged coveralls, hard hat, safety glasses, safety (steel toe) boots and work gloves. The Consultant will also be responsible for bringing a valid passport, current survival and medical certificates, relevant inoculation certificates (if required), valid driver's license, Safe Gulf, TWIC, and work log book.
8. **PERSONAL PROPERTY** The Consultant is solely liable for loss, damage or theft of its property at Company locations. This includes storage at such locations, or in route to or from them. Consultant shall protect its property and shall take it with it when it leaves.
9. **SUPERVISION & EVALUATION** The Company shall not supervise Consultant, though there is an expectation that the Consultant will execute all tasks assigned by the Company's Client in a technically competent and professional manner. In order to determine if the Company will select the Consultant for future projects with its Clients, the Company will ask that the Client's supervisor at the work site complete a standard competence evaluation form after services provided by the Consultant are completed each project. The Consultant will send a signed copy of this evaluation to the Company within ten (10) days after completion of services.
10. **DEFECTIVE WORK** The Consultant shall redo defective work and replace damaged material at its own expense. If the Consultant does not do this at its own expense, the Company may deduct these costs from amounts due the Consultant.



11. **TRAINING** The Company shall not train the Consultant or provide instruction, briefings or orientations to the Consultant.

12. **CONSULTANT AGENTS** The Consultant may have agents work for it, or helpers assist it, in doing the work. Due to the special relationship between the Client and the Company, the Consultant will make the Company aware and seek approval before the Consultant will utilize other personnel but the Consultant will ensure agent(s) have the professional skills needed for the work and that the Consultant remains liable for it. The Company shall not supervise, pay or discharge these agents or helpers.

13. **REPRESENTATIONS** The Consultant states to the best of his knowledge, information, and belief: (1) all information provided to the Company, the Client, the Consultant related to the Consultant's qualifications is accurate; and (2) the Consultant is not subject to any contractual limitations on his ability to perform services under this Agreement.

14. **CONFIDENTIALITY** The Company and Consultant acknowledge that the business of the Company is highly competitive and that Consultant may have access to Confidential Information relating to the business of the Company. "Confidential Information" means and includes the Company's confidential or proprietary information or trade secrets that have been developed or used or will be developed and that cannot be obtained readily by third parties from outside sources. Confidential Information includes, by way of example and without limitation, the following: actual or prospective areas of interest, or business transactions of the Company; information regarding customers, employees, Consultants, and the industry not generally known to the public; strategies, methods, books, records, and documents; technical information concerning products, equipment, services, and processes; procurement procedures and pricing techniques; the names of and other information concerning customers, investors, and business affiliates (such as contact name, service provided, pricing for that customer, type and amount of services used, credit and financial data, or other information relating to the Company's relationship with that customer); plans and strategies for expansion or acquisitions; budgets; customer lists; research; financial and sales data; evaluations, opinions, and interpretations of information and data; marketing and merchandising techniques; prospective customers' names and marks; electronic databases; models; specifications; computer programs; internal business records; contracts benefiting or obligating the Company; bids or proposals submitted to any third party; technologies and methods; training methods and training processes; organizational structure; personnel information, including salaries of personnel; payment amounts or rates paid to consultants or other service providers; and other such confidential or proprietary information. Consultant acknowledges that this Confidential Information constitutes a valuable, special, and unique asset of the Company and that protection of such Confidential Information against unauthorized disclosure and use is of critical importance to the Company in maintaining its competitive position.

The Consultant agrees not to disclose to any third party, Confidential Information of the Company, the Client, or anyone with a business or employment relationship with the Company or the Client. The Consultant further agrees that he will not use, remove, transfer, transmit,



reproduce or otherwise deal with Confidential Information or other tangible or intangible property of another party, except for the sole purpose of performing the Work.

15. **WORK PRODUCT OWNERSHIP** The Consultant is aware and agrees that the Company and the Company's Client retain legal ownership of the product of their work. No work product created during the course of employment with the Company or Company's Client(s) or created on premises or using Company / Client resources can be claimed, construed or presented as property of the individual Consultant, even after employment with the Company / Client has been terminated or the relevant project on behalf of the Company / Client completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for the Company / Client, regardless of whether the intellectual property is actually used by the Company / Client. All Consultants must recognize that work product generated may frequently constitute confidential information subject to non-disclosure / confidentiality obligations under item 14 above. As such, all Consultants are obligated to maintain the confidentiality of the work product and relevant project details during and after work performed for the Company / Client. In any event, it must always be made clear that work product generated during the course of employment is sole and exclusive property of the Company / Client. Consultants must be particularly careful in avoiding disclosure of confidential work product during the course of any work they discuss doing, or actually do, for a competitor of the Company or Company's Client(s).

16. **INDEMNIFICATION** The Consultant shall indemnify and hold harmless the Company and the Client, their owners, officers, directors, agents, and employees, from and against all claims, liabilities or costs (including attorney's fees and court costs), brought by any other party, including private parties or governmental entities. The types of claims covered by this indemnification provision, shall include, but shall not be limited to: worker's compensation claims, claims under wage and hour laws, employment tax liability, benefits claims, claims related to independent contractor status, the status of its personnel, or any other matters involving the acts or omissions of the Consultant or its personnel.

17. **BREACH** In the event of a breach of this Agreement, the other party shall have such rights and remedies to which it is entitled at law or in equity. In the event of impossibility of performance due to circumstances beyond a party's control (i.e. Force Majeure), such non-performance shall be excused. The prevailing party in any action shall be entitled from the other party its reasonable attorney's fees and other expenses of litigation.

18. **ENTIRE AGREEMENT** This Agreement is the entire agreement between the Parties, and supersedes all prior negotiations, discussions or communications regarding the subject matter of the Agreement. Neither Party is relying on any representation or promise not expressly stated in this Agreement. This Agreement may not be supplemented, amended or revised unless in writing and signed by the Parties.

19. **SEVERABILITY** If any part of this Agreement is determined to be unenforceable by a court or tribunal of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.



20. **APPLICABLE LAW** This agreement shall be governed by the laws of the State of Texas, without regard to choice of law principles, regardless of where the Consultant is performing work, and any litigation shall be brought in the state or federal courts of the State of Texas. The Consultant agrees to the exercise of personal jurisdiction over it by such courts to the full extent permitted by law.

21. **NOTICES** All notices permitted or required under this Agreement shall be sent by telecopy or Certified Mail to the addresses set forth in Agreement. Either Party may change the address for notice to that Party by providing written notice of such change in accordance with this paragraph.

By endorsing this agreement, the Consultant expressly acknowledges that it has read, fully understands and accepts the terms of this agreement.

CONSULTANT:

Name (Print): _____ x (Sign) _____

COMPANY: **Team Trident LLC**

By: **Rod Long**
Title: **President**

x  _____

Phone: **(281) 600-1412**

Address: **16300 Katy Freeway, Suite 180**
 Houston, Texas 77094

EID#: **20-5043551**



EXHIBIT A

CONTRACTOR WORK ORDER

This Work Order is being entered into by **Team Trident LLC** (the “*Company*”) and **TBD** (the “*Contractor*”) subject to the general terms and conditions contained in the Independent Contractor Agreement between both parties. Your reply to the email containing this document indicates that you are qualified and available to perform the services for the Company’s Client as outlined below.

- A. Company’s Client: **TBD**
- B. Project Name: **TBD**
- C. Vessel Name & Location: **TBD**
- D. Position Title: **TBD**
- E. Offshore Workday Rate: **\$ TBD/Day**
- F. Travel Rate: **\$ TBD/Day**
- G. Travel Start Date: **TBD** Work Start Date: **TBD**
- H. Est. # of Work Days: **TBD Days**
- I. Location of “*Assembly Point*”: **TBD**
- J. Travel Instructions: **Travel sent in separate email**
- K. Approved Expenses: The following expenses, if any, shall be deemed “Approved Expenses” for this Work Order. **None authorized for this trip.**

Note 1: If, at any time while working on this project, our client deems you better fit for a lower position a new day rate may have to be applied.

Note 2: You are responsible for meeting the check in/out times at all locations and must allow yourself sufficient time to ensure any flights are not missed. Costs incurred by the Company for your inability to meet these requirements will be deducted from your compensation before any payments are made.

Note 3: You must have a valid passport and any other required identification for this project.

Note 4: Your reply via email will be used to confirm you have read, understand, are qualified and accept this contract.