

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into as of [DATE] [MONTH], [YEAR], (“Effective Date”) by and between Precision Legal Ops LLC, a Utah LLC, (“Company”) and _____ (“Client”), residing at _____ . Company and Client are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

IN CONSIDERATION OF the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PROFESSIONAL SERVICES

1.1 Scope of Services. Subject to the terms and conditions of this Agreement, Company is hereby retained by Client to provide the professional services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference, which services are referred to herein as the “Services.” Client may, but is not obligated to, engage Company to perform additional Services upon mutually agreed terms and conditions and by means of a written addendum to Exhibit “A” of this Agreement.

1.2 Performance Standard and Warranty. Company will cooperate with Client and Client’s staff in the performance of the Services. Company warrants and represents that [the Services will be performed in a professional and timely manner and Company does not have any actual or potential interests adverse to Client with reference to the subject of this Agreement]. Client must report any deficiencies in the Services to Company in writing within fifteen (15) days after such Services are performed in order to receive the warranty remedy. Client’s sole and exclusive remedy and Company’s entire liability for breach of this warranty will be re-performance of the deficient Services. If, for any reason, Company is unable or fails to correct such deficiencies, Client may terminate this Agreement as provided in Section 3.2. Company will bear no liability or otherwise be responsible for delays in the provision of Services, or any portions thereof, occasioned by Client’s failure to timely complete a task or adhere to its own schedule.

1.3 Nature of Services. All reports, documents, files, media, or other written materials (“Written Work”) created, developed, or produced by Company in connection with the Services shall be and remain the property of Client and belong exclusively to Client. Company agrees to assign and transfer all of its right, title and interest in such Written Work to Client without restriction or limitation upon its use or dissemination. Client does not under this Agreement acquire any ownership rights in or to any software, documentation, tools, techniques, methodologies, or other material which has not been created as part of the Services and which is proprietary to Company.

1.4 Client Duties and Responsibilities. Client will make available in a timely manner for Company's use, at no charge to Company, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Company as set forth in the applicable document for the performance of the Services. Client will

be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Client computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Client. Client will provide, at no charge to Company, reasonable office space and equipment at Client's facilities (such as copiers, fax machines and modems) as Company requires in performing the Services.

1.5 Independent Contractor. Company will determine the method, details, and means of performing the Services. At its own expense, Company may use employees or contractors to perform the Services under this Agreement. Company and Client understand and intend that Company shall perform the Services as an independent contractor and not as an employee of Client. Nothing in this Agreement will be deemed to create an agency, partnership, or joint venture between the Parties.

2. COMPENSATION AND PAYMENT

2.1 Fees and Expenses. For the Services provided by Company pursuant to this Agreement, Company shall be compensated in accordance with the "Compensation Schedule" attached hereto as Exhibit "B" and incorporated herein by reference. Compensation will include reimbursement for all reasonable and necessary travel, living, and out-of-pocket expenses incurred by Company in providing the Services, when travel is required in order to provide the Services. Company will obtain Client's approval for billable travel prior to incurring any expense for such travel.

2.2 Payment. Client shall make all payments under this Agreement in U.S. dollars, and shall submit full payment at the commencement of the Services. In addition to any other remedy available to Company for late payments, Client will be obligated to pay Company interest on the overdue amount at the rate of one and one half percent (1.5%) per month or the maximum rate allowed under law, whichever is less, for each month, or partial month, calculated from the date such payment was due until the date paid. Client will reimburse Company for all costs incurred by Company (including reasonable attorneys' fees, collection fees, court costs, if any) in connection with any collection efforts related to or arising out of this Agreement.

3. TERM

3.1 Term. The term of this Agreement will begin on the Effective Date and will remain in full force and effect until the expiration of the term of all Services, unless earlier terminated as provided in this Agreement.

4. CONFIDENTIALITY

4.1 Confidential Information. Under this Agreement, "Confidential Information" refers to any and all information of a Party ("Disclosing Party") that has been disclosed to the other Party ("Receiving Party"), which is designated in writing as confidential, proprietary, or secret or under the context of its disclosure ought to reasonably be considered as confidential. [Confidential Information includes, but is not limited to, all information concerning a Party's existing business, business systems, business plans and information systems, trade secrets, prices, and pricing information.]

4.2 Use of Confidential Information. Each Party will comply with all laws and regulations that apply to use, transmission, storage, disclosure, or destruction of Confidential Information. Both Parties agree to hold the other Party's Confidential Information in

strict confidence. Client agrees not to use Company's Confidential Information in any way, except as expressly permitted by or required to achieve the purposes of this Agreement, and Company agrees to use Client's Confidential Information solely for the purpose of performing the Services. Both Parties agree to use all reasonable efforts to protect unauthorized use or distribution of Confidential Information and the Receiving Party agrees to use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the Disclosing Party as the Disclosing Party uses to protect its own Confidential Information. The Receiving Party further agrees not to disclose or permit any third party access to the Disclosing Party's Confidential Information, except such disclosure or access will be permitted in order to perform the Services provided under this Agreement. Each Party agrees to ensure that its employees, agents, representatives, and contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Agreement.

4.3 Limitation of Use. Confidential Information will not include information of the Disclosing Party which: (i) is publicly available as of the Effective Date or becomes publicly available thereafter through no fault of the Receiving Party; (ii) the Receiving Party rightfully possessed before it received such information from the Disclosing Party; (iii) is subsequently furnished to the Receiving Party by a third party without restrictions on disclosure; or (iv) is required to be disclosed by law, provided that the Receiving Party will promptly notify the Disclosing Party and cooperate, at the Disclosing Party's expense, to permit the Disclosing Party to seek appropriate protective orders from the issuing court of government authority limiting disclosure or use of the Confidential Information.

4.4 Ownership of Confidential Information. Except as explicitly stated in this Agreement, Receiving Party is granted no license or conveyance of Disclosing Party's Confidential Information or any intellectual property rights therein. Title to the Disclosing Party's Confidential Information shall remain solely with the Disclosing Party.

4.5 Destruction of Confidential Information. Upon the expiration or termination of this Agreement, each Party shall, upon request of the other Party, destroy all Confidential Information of the other Party. The Receiving Party shall certify such destruction to the Disclosing Party within thirty (30) days following request for such certification.

4.6 Remedies. Both Parties agree that any unauthorized use or disclosure by the Receiving Party of the Disclosing Party's Confidential Information in a manner inconsistent with the terms of this Agreement may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate. Accordingly, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party will have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts.

5. NO SOLICITATION

Company agrees that, for twelve (12) months following expiration of the term of all the Services or termination of this Agreement for any other reason, Company will not directly or indirectly hire or attempt to hire any person who was an employee, independent contractor, or consultant of Client at any time within the term of this Agreement.

6. NON-LEGAL SERVICES DISCLAIMER

6.1 Client acknowledges and agrees that Company is not a licensed attorney and is not providing legal advice or legal services.

6.2 Company does not represent Client before any government agency, court, or other legal or administrative body.

6.3 Client understands that: (a) No attorney-client relationship is created by this Agreement; (b) Communications between Client and Consultant are not protected by attorney-client privilege; (c) Consultant cannot and does not guarantee the outcome of any application or petition; (d) Complex immigration matters may require the assistance of a licensed attorney, and Consultant will inform Client if their matter appears to require legal representation.

6.4 If Client requires legal advice or representation, Client should consult with a licensed attorney.

7. LIABILITY AND DAMAGES

5.1 Limitation of Liability. Company agrees to take all necessary precautions to prevent injury to any persons or damage to any property during the term of this Agreement. Client agrees the liability of Company, if any, on any claim for damages arising out of this Agreement shall be limited to direct damages and shall not exceed the amount which has been paid to Company by Client for the t h r e e (3) month period preceding the date on which the claim is based.

5.2 Damages Waiver. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY WILL NOT BE LIABLE TO CLIENT FOR CONSEQUENTIAL DAMAGES AND COMPANY WILL HAVE NO LIABILITY WHATSOEVER RESULTING FROM ANY LEGAL CLAIMS AGAINST CLIENT. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT, LOST PROFITS, OR SIMILAR ECONOMIC LOSS OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, DIRECT, INDIRECT OR PUNATIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION INCLUDING BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, AND BREACH OF WARRANTY WHETHER IN CONTRACT, TORT OR OTHERWISE, IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF, OR ANY FAILURE OR DELAY IN PROVIDING THE SERVICES, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. GENERAL PROVISIONS

6.1 Governing Law. This Agreement is governed by the laws of the state of Utah and shall be governed by and construed and enforced in accordance with the laws of the state of Utah as it applies to a contract made and performed in such state. The federal and state courts located in Salt Lake county, UT will have jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise.

6.2 Force Majeure. Neither Party is responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control, including but not limited to act of God, acts of government, floods, fires, earthquakes, tornados, civil unrest, acts of terror, labor disputes, computer, telecommunications, internet service provider or hosting facility failures, delays involving hardware, software, or power systems, malicious code, denial of service threats, or inability to obtain energy; provided however, that the Party so affected will promptly resume performance as soon as reasonably practical.

6.3 Severability. If any provision or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

6.4 Entire Agreement. This Agreement (including any referenced Exhibits) constitutes the entire agreement between the Parties. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties hereto.

6.5 Notices. Any notice, request, approval, or consent between the Parties will be given in writing and will be directed as set forth below:

	If to Client:	If to Company:
Full Name/Business Name		
Street Address		
City, State Zip		
Attention:		
Email Address		
Phone Number (must be in writing via text)		

6.6 Waiver. No delay or failure by either Party to exercise any right or power under this Agreement will constitute a waiver of that right. A waiver by any Party of any of the covenants, conditions or agreements to be performed by the other Party or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. No change, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date.

CLIENT NAME	COMPANY NAME
Sign:	Sign:
Signer:	Signer:
Title:	Title:
Date:	Date:

Exhibit "A"

SCOPE OF SERVICES

1. Background or Statement of Purpose

2. Estimated Length of Services

3. Scope of Services

Not included:

4. Deliverables

Exhibit "B"

COMPENSATION SCHEDULE