



## SERVICES BENEFICIARY AGREEMENT

<b>Services Beneficiary Company Name and Address:</b>	<b>Date:</b>
<b>Referring Agency and Contact:</b> Agency Name: Agent Name:	<b>Authorized Contacts, Email Address &amp; Phone:</b>

**Services Beneficiary, Referring Agency ("AGENCY") and Ironwood Business Consulting, LLC ("IRONWOOD") (individually as a "Party" or collectively as the "Parties") hereby agree as follows:**

- IRONWOOD hereby agrees that it shall provide the Service Beneficiary with consultation from time to time, as requested, in the areas of safety, human resources, Department of Transportation, business operations, Department of Defense, and contractor compliance consulting (the "Services"). Services Beneficiary recognizes that such consultations provide managerial advice only, and that it is solely responsible for its actions and its decisions, regardless of the advice it may receive from IRONWOOD.
- IRONWOOD makes no guarantees, express or implied, regarding the Services.
- This Agreement may be terminated at any time by the Parties and immediately upon the termination of the relationship between Services Beneficiary and the AGENCY named above.
- The Services Beneficiary agrees to not recruit, solicit, or entice away any individual who is currently or thereafter becomes employed or contracted by IRONWOOD to render Services.
- In exchange for IRONWOOD's providing the Services, **the Services Beneficiary shall be responsible and liable for and shall release, defend, and indemnify IRONWOOD and AGENCY from and against any and all Claims arising out of, related to, or in any way connected to the Services, regardless of cause and even if due in whole or in part to the fault, breach of contract or statute, conduct, or negligence of any degree of any member of IRONWOOD.** "Claims" shall include all claims, losses, demands, causes of action, lawsuits, proceedings, liens, encumbrances, and liabilities of every kind and character, including but not limited to actions based in tort, contract, civil or criminal statutes, negligence, gross negligence, strict liability, intentional acts/omissions, equitable relief, vicarious or joint liability, based on personal injury, property damage, infringement, environmental damage, trespass, or any other allegation, and all damages (including, but not limited to, special, punitive, exemplary, general, compensatory, direct, indirect, incidental, or consequential damages, fines, penalties, taxes), judgements, and costs, expenses, or fees, including court costs, attorneys' and experts' fees.
- Notwithstanding any provisions of this Agreement to the contrary, neither Party shall be liable to the other Party for, and each Party hereby releases the other Party from any indirect, punitive, exemplary or consequential damages or losses including, but not limited to, damages or losses for lost revenue, lost product, lost profits, lost business or business interruptions, regardless of fault.**
- The Parties agree that this Agreement is entered into and will be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of laws principles; and both Parties agree to venue in the state courts of Montgomery County, Texas, and the Southern District of Texas for federal jurisdiction. The Parties agree to waive any rights to trial by jury in any litigation between them.

<b>By IRONWOOD:</b>	<b>Accepted and Agreed by Services Beneficiary:</b>
Name: <b>KEVIN REYNOLDS</b>	Name:
Title: <b>President</b>	Title: